

**COLLECTIVE AGREEMENT**

**between the**

**PHILIP ANALYTICAL SERVICES CORP.**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from April 1, 1999 to March 31, 2002**

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**DEFINITIONS**

For the purpose of this Agreement:

- (1) "*bargaining unit*" - means all employees of Philip Analytical Services Corp. except the Marketing and Sales Staff, Administration currently excluded, and the Senior Accountant at 8577 Commerce Court, Burnaby, B.C. and those excluded by the Act or by agreement of the Parties;
- (2) "*basic pay*" - means the rate of pay negotiated by the Parties to this Agreement (this includes employees who are rate protected);
- (3) "*child*" - a dependent who is under twenty-two (22) years of age or under twenty-five (25) years of age if attending an accredited educational institute, college, or university on a full-time basis.
- (4) "*Code*" - means the Labour Code of British Columbia.
- (5) "*continuous employment*" or "*continuous service*" - means employment with Philip Analytical Services Corp., and includes all previous service with the Province of British Columbia for those employees who transferred to Philip Analytical Services Corp. on January 6, 1989;
- (6) "*day of rest*" - in relations to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence;
- (7) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (8) "*employee*" - means a member of the bargaining unit and includes:
  - (a) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - (b) "*casual employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
    - seasonal positions;
    - positions created to carry out special projects or work which is not continuous;
    - temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave;"*employee*" does not include incumbents of managerial or confidential positions mutually excluded by the Parties to this Agreement.
- (9) "*Employer*" - means Philip Analytical Services Corp.;
- (10) "*holiday*" - means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
- (11) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;
- (12) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;



- (13) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (14) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 or 30;
- (15) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (16) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (17) "*probation*" -
- (a) for a regular employee, the first six months of the initial appointment;
  - (b) for a casual employee, means the first 738 hours of work
  - (c) for an employee who is transferred and/or promoted, the first three (3) months of the appointment and/or promotion;
- (18) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;
- (19) "*resignation*" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (20) "*rest period*" - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest;
- (21) "*shift*" - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;
- (22) "*termination*" - is the final separation of an employee from employment with Philip Analytical Services Corp. for cause or as otherwise provided for in this Agreement;
- (23) "*travel status*" - with respect to an employee means absence of the employee from his/her headquarters or geographic location on the Employer's business with the approval of the Employer;
- (24) "*Union*" - means the B.C. Government and Service Employees' Union;
- (25) "*work day*" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (26) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to improve the quality of services provided. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of operation in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict with Policy

In the event that there is a conflict between the contents of this Agreement and any policy made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said policy.

### 1.4 Singular and Plural

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

### 1.5 Human Rights Act

- (a) The Parties hereto subscribe to the principles of the *Human Rights Act of British Columbia*.
- (b) The Employer will make available to all interested employees a file containing the *Human Rights Act of British Columbia* and other readily available information relating to that Act.

### 1.6 Sexual Harassment in the Work Place

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the work place.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - (1) sexual solicitation or advance or inappropriate touching and sexual assault;
  - (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c)
  - (1) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the Laboratory Manager. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

- (2) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
  - (3) The Employer's designate and a Union representative shall investigate the complaint and shall submit reports to the Laboratory Manager in writing within thirty (30) days of receipt of the complaint. The Laboratory Manager shall within thirty (30) days of receipt of the reports give such orders as may be necessary to resolve the issue.
  - (4) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.
  - (5) Pending determination of the complaint, the Laboratory Manager may take interim measures to separate the employees concerned if deemed necessary.
  - (6) In cases where sexual harassment may result in the transfer of the employee, it shall be the harasser who is transferred, except that the harassee may be transferred with his/her consent.
- (d) Where either Party to the proceeding is not satisfied with the Laboratory Manager's response, the complaint will, within thirty (30) days, be put before a panel consisting of a Union representative, an Employer representative, and a mutually agreed upon chairperson, all of whom shall be laboratory employees, and the majority decision will be final and binding. The panel shall have the right to:
- (1) dismiss the complaint;
  - (2) determine the appropriate level of discipline to be applied to the offender; and
  - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (e) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Laboratory Manager or the panel.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

- (a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the Parties as managerial and (or) confidential exclusions.
- (b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by the agreement or by the Labour Relations Board.

### **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Services Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, as amended on applies.

### **2.3 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or his/her designate.

#### **2.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of the Agreement.

#### **2.5 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

#### **2.6 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select one (1) steward to represent every twenty (20) employees or major part thereof.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of stewards shall include:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.

#### **2.7 Bulletin Boards**

The Employer shall provide bulletin board facilities of adequate size for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

#### **2.8 Union Insignia**

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

#### **2.9 Right to Refuse to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in

carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## **2.10 Time Off for Union Business**

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which require them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee.
  - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Public Service Appeal Board, or the Labour Relations Board.
- (b) *With pay* - leave of absence with basic pay, substitution pay where applicable, and without loss of seniority will be granted to two (2) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay, substitution pay where applicable, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred.
- (d) It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay.
- (e) Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with two (2) weeks' notice prior to the commencement of the leave under this Article. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

## **2.11 Emergency Services**

The Parties recognize that in the event of a strike or lockout situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

## **2.12 Union Representatives**

- (a) Upon receipt of written request, the Employer shall allow reasonable time on the agenda of any course, seminar, or training function held by the Employer for a speaker from the Union, as it pertains to the established agenda.
- (b) Where operational requirements permit, and subject to the Union representative giving twenty-four (24) hours notice to the appropriate excluded supervisor, the President or his/her designate shall have the right to meet with the employees on the Employer's premises during the normal work day. The purpose of this clause is to facilitate the servicing of current agreements, and it does not apply to meetings dealing with negotiations or general Union policy.
- (c) The employee's time for attending such meetings as outlined in (b) above shall be considered as time worked. No employee shall be entitled to claim overtime because of such meetings unless the meeting falls within the approved period of overtime.

**ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the Employee to the Union.
- (c) Deductions shall be made for each bi-weekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each Employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the Employee in the previous year. Such receipts shall be provided to the Employees prior to March 1 of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. The

employee's immediate supervisor will introduce him/her to his/her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

## **ARTICLE 6 - EMPLOYER'S RIGHTS**

The Union acknowledges that any and all rights concerned with the management of the business and directing of employees are exclusively that of the Employer except as this Agreement otherwise specifies.

## **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

### **7.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **7.2 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed and consist of two (2) employees. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### **7.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to Local Chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.
- (e) Notwithstanding Article 7.03(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Laboratory Manager of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.
- (f) For the purposes of Article 7.03(b), (d), and (e) reasonable notice is twenty-four (24) hours.

#### **7.4 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. Where possible, two (2) weeks' notice shall be given.

### **ARTICLE 8 - GRIEVANCES**

#### **8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement or arbitral award including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

#### **8.2 Step 1**

Every effort shall be made to settle the dispute with the designated supervisor. An employee has the right to have his/her union steward present at this discussion. If the dispute is not resolved between the employee and his/her supervisor the employee may submit the grievance to Step 2 of the grievance procedure. Where the employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

#### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, must do so no later than thirty (30) days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

#### **8.4 Step 2**

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
  - (1) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting his/her grievance to the Laboratory Manager or his designate through the Union Steward.
- (b) The supervisor shall provide the employee with a receipt stating the date on which the grievance was received.



### **8.5 Time Limit to Reply at Step 2**

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated Union Representative shall meet to examine the facts, the nature of the grievance, and attempt to resolve the dispute. The meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within seven (7) days after having the Step 2 meeting.

### **8.6 Failure to Act**

If the President of the Union, or his/her designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

### **8.7 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President, or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received, or
- (b) thirty (30) days after the Employer's decision was due.

### **8.8 Administrative Provisions**

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies and notification shall be deemed to have been presented on the date on which they were registered and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this clause shall not apply.

### **8.9 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

### **8.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

### **8.11 Policy Grievance**

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Laboratory Manager or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9.

### **8.12 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **8.13 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this Article, other than Article 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

### **8.14 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

- (a) Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, submit the dispute to arbitration within thirty (30) days after the Employer's decision has been received or was due.
- (b) A submission of such a difference or allegation to arbitration shall be by registered mail to the Laboratory Manager or the Designated Union Representative.

### **9.2 Assignment of a Single Arbitrator**

- (a) When a Party has requested that a grievance be submitted to an arbitration and either Party has requested that a hearing date be set, the Parties shall assign an arbitrator from the mutually agreed upon list of single arbitrators listed in Appendix 2 and set a date for the hearing.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) An arbitrator may be removed from the list by mutual agreement.

### **9.3 Board Procedure**

The Arbitrator may determine his/her own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. He/she shall hear and

determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

#### **9.4 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the Parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

#### **9.5 Disagreement on Decision**

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days.

#### **9.6 Expenses of Arbitrator**

The cost of the Arbitrator's fees and expenses shall be shared equally by the Parties to this Agreement.

#### **9.7 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties, but the same must be in writing.

#### **9.8 Expedited Arbitration**

(a) The Parties shall meet every four (4) months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) work days;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Agreement;
- (6) grievances relating to Article 14 of this Agreement;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a Party intends to raise a preliminary objection;
- (9) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (g) A grievance determined by either Party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.2.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### **10.2 Dismissal**

The Laboratory Manager may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

### **10.3 Suspension**

The Laboratory Manager may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

### **10.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee is not aware at the time of filing.

### **10.6 Employee Appraisal Forms**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. An employee shall, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it.

### **10.7 Personnel File**

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable,

electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

### **10.8 Right to Have Steward Present**

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

### **10.9 Rejection During Probation**

(a) The Laboratory Manager may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

### **10.10 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

For the purpose of this Agreement, service seniority shall mean the length of continuous services as a regular employee with the Employer. For those employees who transferred to this Employer from the Public Service of B.C. on January 6, 1989, all previous seniority as a regular employee shall be credited. Service seniority for regular employees shall be prorated on the basis of one (1) year's service seniority for every 1879 hours completed.

### **11.2 Seniority List**

A current service seniority list for regular employees as of December 31st will be provided by the Employer to the President of the Union on or before March 31st of the following year.

### **11.3 Loss of Seniority**

(a) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.

(b) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position for which the employee is qualified. The Employer shall make every reasonable effort to place the employee in his/her original classification.

(c) An employee shall lose his/her seniority as a regular employee in the event that:

- (1) he/she is discharged for just cause;
- (2) subject to Article 11.4, he/she voluntarily terminates his/her employment or abandons his/her position;
- (3) he/she is on layoff for more than one (1) year; or
- (4) he/she becomes a casual employee.

#### **11.4 Re-employment**

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided he/she has not withdrawn his/her pension contributions.

#### **11.5 Bridging of Service**

If a regular employee terminates after January 6, 1989, as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with this Employer as a casual;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

#### **11.6**

- (a) When compiling a seniority list, the Employer shall calculate the seniority of full-time employees by calendar year and part thereof. Regular employees shall be calculated by hours worked.
- (b) It is understood that for the purposes of calculating seniority for regular employees, 1879 hours will equal one (1) year of service.
- (c) Full-time employees will carry their seniority of 1879 hours equal to one (1) year of service upon transfer to regular status.

**ARTICLE 12 - SERVICE CAREER POLICY****12.1 Notification**

Unsuccessful internal applicants to posted positions will be notified in writing of the name and classification of the successful internal applicant, and the reasons they were unsuccessful. In the case where an external applicant is successful, the name will be withheld.

**12.2 Appeal Procedure**

- (a) Where a grievance has been filed, no permanent transfer or placement shall take place until the grievance has been resolved.
- (b)
  - (1) An unsuccessful applicant may grieve the decision provided the grievance is filed within fourteen (14) days of the date of notification given by hand.
  - (2) If no grievance has been filed within fourteen (14) days of the date of notification, the position shall be confirmed.
- (c) Where a grievance is filed by an unsuccessful applicant, the Employer will allow the Union to review relevant documents pertaining to the skill, ability and qualifications of the successful applicant and any grievor. The Employer agrees to provide full disclosure to the Union of the successful applicant.

**12.3 Relocations**

It is understood by the Parties that employees shall not be required to relocate from one geographic location to another.

**12.4 Rehabilitation**

- (a) It is the intent of both the Employer and the Union to encourage and facilitate the early return to gainful employment employees who have been ill or injured. To this end, all applicants will be dealt with by the Joint Committee.
- (b) The Joint Committee may invite specialists on rehabilitation employment as ad hoc committee members on a case-by-case basis.
- (c) Members of the Committee are committed to maintain the confidentiality of medical and other information received in their capacity as Committee members.

**12.5 Transfers Without Posting**

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
  - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
  - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Committee established in Article 12.4 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

**12.6 Interviews**

All interviews will be conducted during normal working hours.

## 12.7 Postings

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit shall be posted within thirty (30) days. The Employer is not precluded from using the posting process to establish eligibility lists. When this procedure is to be used it shall be stated on the posting.
- (b) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) Notices shall be posted on the appropriate bulletin board at least five (5) days prior to the closing date of the competition, except as provided for in Articles 12.3, 12.4 and 12.5 and Article 13 of this Agreement.
- (d) Subject to Section 6 of the Human Rights Act of British Columbia, all job postings shall state: *"This position is open to both male and female applicants."*
- (e) Disputes regarding the application of the above shall be resolved pursuant to Article 12.2
- (f) Employees desiring to fill such vacancies shall submit written applications within the time period specified on the job posting.

## 12.8 Selection Panels

A selection panel determined by the Employer shall be convened within fourteen (14) days of the closing date of the competition. In the filling of vacancies or new positions within the bargaining unit, preference shall be given to existing employees possessing the required skill, ability, and qualifications to perform the job. Where the skill, qualifications, and ability of two or more employees are substantially equal, seniority shall be the determining factor. In considering seniority, regular employees shall be given preference over casual employees.

## 12.9 Examination Costs

The Employer shall pay all costs involved, of employees taking tests or examinations as a result of job requirements.

## 12.10 Provisions Regarding Attendance at Conferences, etc.

Employees instructed to attend conferences, seminars, Ministry meetings, training or policy meetings, shall be considered to be working and pay shall be at the appropriate rate. All additional costs and expenses connected with the above meetings shall be covered by the Employer. Time spent in travel shall be considered time worked. Where such conferences are scheduled outside of normal working hours, equivalent time off, for attending the conference will be taken within the following fourteen (14) day period, subject to operational requirements.

## 12.11 Job Orientation

The Employer agrees to provide essential orientation for employees assigned to new jobs.

## 12.12 Equipment Demonstrations

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of his/her duties, and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee shall attend such demonstrations, conferences or seminars, upon approval of his/her application by the Employer. Such approval shall not be unreasonably withheld. Time spent in travel and in attendance shall be considered as time worked.



**ARTICLE 13 - LAYOFF AND RECALL****13.1 Application**

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification in reverse order of the service seniority.

**13.2 Notice**

- (a) An Employer shall not lay off an employee without giving the employee, in writing, at least:
  - (1) two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months for regular employees and ten (10) consecutive months for casual employees, and
  - (2) after the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- (b) The period of notice shall not coincide with an employee's annual vacation.
- (c) When an Employer lays off an employee and fails to comply with Article 13.2(a) the Employer shall pay the employee notice pay equal to the period of notice required.
- (d) Payment under Article 13.2(c) does not relieve the Employer from making any other payment to which the employee is entitled.
- (e) Copies of such notification will be forwarded to the Union.

**13.3 Layoff**

- (a) In case of layoffs of permanent staff, all employees in the category targeted by the layoffs will be consulted to establish if they want to be laid off voluntarily.
- (b) An employee designated for layoff may fill a vacancy in any classification provided that the employee is qualified and able to perform in the vacant position or can with a period of familiarization qualify for the position.
- (c) Employees designated for layoff may bump a less senior employee based on their ability to do the job within a period of familiarization.
- (d) Employees who fill a vacancy or bump a junior employee at a lower classification will retain their current rate of pay or move to the maximum rate of pay at the lower classification, whichever is less, to a maximum of 15 percent (15%). The bumping employee shall be the first person offered the former position should it become available.
- (e) An employee shall retain but not accumulate seniority while on layoff.

**13.4 Severance Pay**

- (a) Within thirteen (13) weeks of notice of layoff a regular employee, with written notice to the Employer, may opt for severance. Severance pay shall be as follows:
  - for each completed year of continuous employment, two (2) weeks current salary.
- (b) Employees will not receive an amount greater than six (6) months current salary and will not be eligible for recall.

### 13.5 Recall

- (a) Regular employees who are laid off shall be placed on a recall list for a period of twelve (12) months.
- (b) No new employees shall be hired until employees on the regular recall list are offered recall as specified in (c).
- (c) Regular employees on the recall list shall be recalled in order of service seniority provided he/she possesses the qualifications to perform the job after a period of retraining and familiarization.
- (d) If the recalled employee with the highest service seniority declines, the employee with the next highest service seniority shall be recalled.
- (e) An employee shall remain on the recall list for the period specified in (a) or until he/she declines two offers of work.
- (f) An employee shall notify the Employer of intention to return to work within seven (7) calendar days of being notified of recall by double registered mail. Failure to return to work within fourteen (14) calendar days after being notified of recall will be deemed to be resignation. The Employer shall make every reasonable effort to use available information from the worksite to reach a laid off employee before sending the double registered letter, which shall be deemed as proper notice.

### 13.6 Retraining and Adjustment Period

- (a) Employees who assume a new position pursuant to this Article will receive job training and shall be allowed three (3) months to familiarize himself/herself with his/her new duties.
- (b) If, after the period of familiarization, the employee is deemed unable to perform the duties of the position, the following shall apply:
  - (1) the employee may opt for severance pay as provided for in this Agreement;
  - (2) the employee would be on layoff and notice is deemed to have been given at the original notification-of-layoff time.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1879, which is equivalent to an average of thirty-six (36) hours per week. The 1879 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1879 hours.

### 14.2 Work Schedules

- (a) This Agreement shall establish shift patterns, length of scheduled work days and, where appropriate, averaging periods to meet the annual hours of work.
- (b) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) Employees shall have two (2) consecutive days off per scheduled work week. One of those days will be either Saturday or Sunday, unless mutually agreed otherwise.
- (d) Regular employees shall work one of the following schedules:

- (i) Five (5) day week, minimum shift length of seven (7) hours with allowed increments being multiples of 0.5 hours.
- (ii) Nine (9) day fortnight, eight (8) hours per day, rotating days off.

The Employer shall give two (2) weeks notice for any schedule change. Notice shall be posted on the lunch room bulletin board.

For those employees on a nine (9) day fortnight, days off will be rotated on an equitable basis.

Shifts in a working week shall not exceed hours of nine (9) hours per day and will not be shorter than a minimum of six (6) hours per day. This will now be called the fixed schedule. The fixed schedule shall not exceed thirty-six (36) hours per week inclusive. The employer shall give two (2) weeks notice for any schedule change. Notice shall be posted on the lunch room bulletin board.

#### **14.3 Conversion of Hours**

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Articles 17.3 or 17.4, the time off granted will be seven point two (7.2) hours per lieu day for a full-time employee and prorated for a regular employee.
- (b) *Vacation* - where an employee is granted vacation pursuant to Article 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven point two (7.2) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be seven point two (7.2) hours per designated paid holiday for a full-time employee and prorated for a regular employee. Where the scheduled work day exceeds seven point two (7.2) hours, the resulting difference shall be included in the work schedules established pursuant to Article 14.2.

#### **14.4 Rest Periods**

Employees shall be given one (1) paid fifteen (15) minute rest period during the first half of their shift and one (1) paid fifteen (15) minute rest period during the second half of their shift. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours shall receive one (1) rest period during such a shift.

#### **14.5 Standby Provisions**

- (a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hour's pay for each three (3) hours standing by. An employee designated for standby shall be immediately available for duty during the period of stand-by at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to regular employees who are not assigned a regular work schedule and who are normally required to work whenever called.
- (b) Employees required to stand by under (a) above will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.
- (c) Employees shall be assigned standby on an equitable basis.

#### **14.6 Flextime**

- (a) For the purpose of this Agreement, flex time means the hours worked by an employee, or a group of employees, who are given authority to choose their starting and finishing times.

#### **14.7 Scheduling Limitations**

Unless otherwise specified in this Article, the following shall always apply:

- (a) Employees shall not be required to work split shifts except by mutual agreement approved by the Joint Committee.
- (b) All schedules shall clearly indicate the starting and finishing times of each shift.
- (c) All schedules shall incorporate a rotation of days worked so that all days of rest shall be on an equitable basis unless mutually agreed by the employee and the Employer.
- (d) If the employer introduces more shifts, as defined in 15.1 of this agreement, before introducing another shift, discussion with the joint Labour Management Committee, will occur in order to make recommendations before the change.
- (e) When there is more than one schedule per unit or department, employees will be assigned to each schedule based on seniority, qualification and employee preference.

#### **14.8 Scheduling Earned Time Off**

- (a) Employees may exchange days off with the Employer's approval providing there is no increased cost to the Employer.
- (b) Under the provisions of Articles 17.3 and 17.4 of this Agreement, the day off in lieu of a holiday worked or a holiday on a day of rest, shall be scheduled by mutual agreement within sixty (60) days. If the day off has not been scheduled or taken, it shall be attached to the following annual vacation leave or to the first consecutive days of rest, at the employee's option.

#### **14.9 Meal Periods**

Meal periods shall be scheduled as close as possible to the middle of the shift. The length of the meal period shall be subject to mutual agreement and not be less than thirty (30) minutes nor more than sixty (60) minutes. Employees shall normally be entitled to take the meal period uninterrupted, away from the work area. Where required to take the meal period at the work area or to be available for work, the meal period shall be considered time worked.

#### **14.10 Regular Employees**

Regular employees who are scheduled to work a full time shift shall be subject to the work schedule applicable to their work unit. Regular employees who are not scheduled to work a full normal shift applicable to their work unit shall not be governed by Article 14.8(b) of this Agreement. For the purpose of this Article, "regular employees" shall be those employees working an average of less than thirty-six (36) hours per week.

### **ARTICLE 15 - SHIFT WORK**

#### **15.1 Definition of Shifts and Premiums**

- (a) *Identification of Shifts:*

- (1) *day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) *Shift Premium (regular full-time employees):*

Fifty cents (50¢) per hour for afternoon shift; sixty-five cents (65¢) per hour for night shift.

### 15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Article 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.
- (c) Employees covered by flextime and/or modified work week agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.
- (d) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of his/her regularly scheduled shift.

### 15.3 Notice of Work Schedules

- (a) Work schedules for regular employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.
- (b) In the event that an employee's work schedule or shift is changed without five (5) days's advance notice the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed. This provision does not apply if such change is the result of the actions of another employee exercising his/her rights under this Collective Agreement.

### 15.4 Short Changeover Premium

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his/her next shift, a premium calculated at the overtime rates paid will be for hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

### 15.5 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### 15.6 Shortfall of Annual Working Hours

There shall be no pay back for shortfall of annual working hours in the shift systems.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "*Overtime*" - means work performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times the straight-time rate.
- (d) "*Double time*" - means twice the straight-time rate.

### 16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the Article, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.
- (c) The method of compensation for overtime shall be in accordance with Article 16.6(d) of this Agreement.

### 16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) the scheduled daily hours in a fixed schedule; and
  - (2) the agreed averaging period (thirty-six (36) hours per week).
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 72.
- (c) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day, nor will employees be required to work overtime for periods of less than fifteen (15) minutes per day.

### 16.4 Recording of Overtime

Employee shall record starting and finishing times for overtime worked in a form determined by the Employer.

### 16.5 Sharing of Overtime

Overtime work will be allocated to qualified employees with the necessary skill and ability to perform the work on an equitable basis.

**16.6 Overtime Compensation**

- (a) Overtime worked shall be compensated at the following rates:
- (1) time and one-half (1½) for:
    - (i) the first two (2) hours of overtime worked in any given day;
    - (ii) the first seven (7) hours in excess of the regularly scheduled work week;
  - (2) at double time (2x) for all hours worked in excess of Article 16.6(a)(1);
  - (3) if an employee is called out without notice on his/her day of rest or an employee is directed to work on his/her day of rest then overtime will be compensated at the rate of double time (2x) for all hours worked.
- (b) An employee who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of time and one-half (1½) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time for all hours worked.
- (c) An employee on travel status who is required to travel on the Employer's business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) Overtime compensation shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the Employer and the employee. Employees shall within ninety (90) days from the end of the month in which he/she worked overtime, schedule such earned time off. If overtime is not scheduled within ninety (90) days from the end of the month in which it was worked, the overtime will be paid out.

\* Any overtime worked on a specific day must be either all monetary or all time off.

**16.7 Overtime Meal Allowance**

- (a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given.

The overtime meal allowance shall be: \$13.00

- (b) If the employee continues to work overtime beyond four (4) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every four (4) hours worked thereafter.
- (c) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.
- (d) Where any of the meals provided under (a), (b) or (c) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one (1) benefit for each meal.

**16.8 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

**16.9 Right to Refuse Overtime**

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) An employee on standby shall not have the right to refuse callout for overtime work.

**16.10 Overtime for Regular Employees**

- (a) A regular employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee.
- (b) A regular employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

**16.11 Callout Provisions**

- (a) A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates.
- (b) A regular employee who is called back to work outside his/her regular working hours shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.
- (c) For the purposes of (1) and (2) above it is agreed that "callout" means that an employee has been called out without prior notice.

**16.12 Rest Interval After Overtime**

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of his/her next regular shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

**ARTICLE 17 - PAID HOLIDAYS****17.1 Paid Holidays**

- (a) The following have been designated as paid holidays:

New Year's	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	* Floating Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

\* This designated paid holiday shall be taken at a mutually agreeable time.

- (b) Any other holiday proclaimed as a holiday by the Federal or Provincial Governments shall also be a paid holiday.



**17.2 Holidays Falling on Saturday or Sunday**

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as observed on some other day, the next scheduled work day shall be deemed to be the holiday for the purposes of this Agreement.

**17.3 Holiday Falling on a Day of Rest**

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at time and one-half (1½) rate plus a paid day in lieu.

**17.4 Holiday Falling on a Scheduled Work Day**

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of time and one half (1½) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time for hours worked, plus a day off in lieu of the holiday.

**17.5 Holiday Coinciding With a Day of Vacation**

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

**17.6 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

**ARTICLE 18 - ANNUAL VACATIONS****18.1 Annual Vacation Entitlement**

- (a) *Definitions:*

"*Vacation year*" - for the purposes of this Article a vacation year shall be the calendar year commencing January 1 and ending December 31.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

- (b) A regular full-time employee will have an annual vacation entitlement as follows:

**Vacation Years ..... Work Days**

0 - First.....	10
Second to Fifth.....	15
Sixth.....	16
Seventh.....	17
Eighth.....	18
Ninth.....	19
Tenth.....	20
Twentieth.....	25
Twenty-fifth.....	30

- (c) Vacation entitlement does not accrue while an employee is on an unpaid leave of absence that they have requested.
- (d) *Conversion of Hours* - where an employee is granted vacation pursuant to this Article and where the regularly scheduled work day is greater than 7.2 hours per day, the annual vacation entitlement shall be converted to hours on the basis of a 7.2 hours day and deducted accordingly.
- (e) Employees engaged on a regular basis shall be entitled to annual vacation on a pro-rata basis as above.

### 18.2 Vacation Earnings for Partial Years

- (a)
- (1) During the first partial year of service a new employee will earn vacation at the rate of one-twelfth (1/12) the annual vacation entitlement.
  - (2) Subject to Article 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final pay day of that year.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.
- (c) Vacation entitlement must be scheduled and taken in allotments of one day of greater.

### 18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Article 18.6, the scheduling and completion of vacations shall be on a calendar-year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of calculation of vacation entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.
- (d) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (e) The employee shall be permitted to take his/her vacation entitlements at any time during the year if the vacation schedule permits. All employees shall be allowed to take their complete vacation entitlement during the period from May 1st to September 30th if the vacation schedule permits.

- (f) Vacation shall be granted on the basis of service seniority within a classification series in the work unit.
- (g) Employees shall exercise their seniority rights for the choice of their first vacation period, up to a maximum of four (4) weeks, prior to March 1st. Seniority shall prevail in the choice of the second vacation period, but only after other employees in the unit have selected their first two-week vacation period.
- (h) Vacation schedule forms shall be posted by February 15th of each year in each work unit. Employees shall make vacation selections by March 15th of each year. The complete vacation schedule shall be posted by March 31st.
- (i) An employee who does not exercise his/her seniority rights within two (2) weeks after receiving the vacation schedule, shall not be entitled to exercise these rights with respect to any vacation time previously selected by an employee with less seniority.
- (j) Vacation schedules may be amended at any time by mutual agreement of the Employer and any employee affected by the change.
- (k) The Employer shall make every effort to contact employee who are absent in order to establish such employees' preference for vacation.
- (l) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

#### **18.4 Vacation Pay**

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) work days preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) Once per calendar year, upon thirty (30) days written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period, except that no payroll advance shall be issued in December for any pay periods that fall in January.

#### **18.5 Approved Leave of Absence With or Without Pay During Vacation**

When an employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with or without pay in accordance with Articles 20.1, 20.5 and 20.7 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

#### **18.6 Vacation Carryover**

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year not to be cumulative. All vacation carryover must be scheduled by January 31 and taken prior to March 31. Except as provided in Article 18.2(a)(2) an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

**18.7 Call Back from Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer including reimbursement of any penalties required for cancellation of vacation arrangements.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

**18.8 Vacation Leave on Retirement**

An employee scheduled to retire shall be granted vacation entitlement prorated to the retirement date in the final calendar year of service.

**18.9 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependent, or where there is no dependent, to the employee's estate.

**ARTICLE 19 - WAGE INDEMNITY AND LONG TERM DISABILITY**

**19.1 Wage Indemnity and Long Term Disability Benefits**

Employees shall be entitled to

- (a) coverage for Wage Indemnity at seventy-five (75) percent, to a maximum of one thousand (\$1,000.00) dollars per week and the wait period is six (6) days.
- (b) coverage for long term disability at sixty-seven (67%) after two hundred ten (210) days in accordance with the agreed-upon Group Life and Health Insurance Policy. The Employer shall pay one hundred percent (100%) of the premium.
- (c) The employer will maintain coverage as outlined in this agreement.

The Employer shall maintain coverage for medical, extended health, group life, accidental death and dismemberment, wage indemnity and long term disability and shall pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to the Wage Indemnity and Long Term Disability Plans.

Vacation entitlement and vacation pay based on earnings from the Employer will continue to accrue for the first partial year of leave only and must be taken by the end of the year in which the employee returns to work. Vacation carryover will be in accordance with Section 18.6(a).

On return from leave, an employee shall be placed in his/her former position.

An employee on leave pursuant to this clause shall earn seniority for all hours the employee would have worked had he/she not been ill and been able to stay on the job.

## 19.2 Medical Leave (WCB)

When an employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled to leave without pay until such time he/she is medically cleared to return to work to perform the duties of his/her own classification.

The Employer shall maintain coverage for medical, extended health, group life, accidental death and dismemberment, wage indemnity and long term disability and shall pay the Employer's share of these premiums.

Vacation entitlement and vacation pay based on earnings from the Employer will continue to accrue for the first partial year of leave only and must be taken by the end of the year in which the employee returns to work. Vacation carryover will be in accordance with Section 18.6(a).

On return from leave, an employee shall be placed in his/her former position.

An employee on leave pursuant to this clause shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.

## 19.3 Sick Leave

(a) When an employee is absent due to sickness, it is expected that he/she will advise the supervisor as soon as possible. A maximum of eight (8) days can be taken with seventy-five percent (75%) pay per year. The Employer may require an employee who is unable to work because of illness or injury to provide a doctor's certificate where it appears that a pattern of consistent or frequent absence from work is developing. Sick days are not cumulative. If during a year employment is discontinued, sick time will be prorated. Sick days will be prorated for part-time and casual employees converted to permanent status part way through the year.

(b) Sick days will be pro-rated for part-time and casual employees converted to permanent status part way through the year.

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

### 20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) work days. Leave in excess of five (5) days may be granted without pay and such leave not to be unreasonably withheld.

(b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, step-mother, step-father, step-brother, step-sister and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

## 20.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

- (1) marriage of the employee - one (1) day;
- (2) birth or adoption of the employee's child - one (1) day;
- (3) serious household or domestic emergency - one (1) day;
- (4) attend his/her formal hearing to become a Canadian citizen - one (1) day;
- (5) attend funeral as pall-bearer or mourner - one-half (½) day.

(b) Where leave from work is required, an employee shall be entitled to special leave without pay for the following:

- (1) attend wedding of the employee's child - one (1) day;
- (2) moving household furniture and effects - one (1) day;
- (3) court appearance for hearing of employees' child (1) day.

(c) Two (2) weeks' notice is required for leave under (a)(1) and (a)(4), and (b)(1) and (b)(2).

(d) For the purpose of (a)(4) and (a)(5) leave with pay will be only for the work day on which the situation occurs.

(e) For the purpose of determining eligibility for special leave under (b)(2), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (b)(2) on one (1) occasion within the preceding twelve (12) months.

## 20.3 Family Illness

(a) In the case of illness of a dependant child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days' sick leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

## 20.4 Full Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay;

(a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;

(b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;

(c) for employees elected to a public office for a maximum period of five (5) years;

(d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

**20.5 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend a court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

**20.6 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

**20.7 Leave for Taking Courses**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course including tuition fees, entrance or registration fees, laboratory fees and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

**20.8 General Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons orally for withholding approval.

**20.9 Leave For Medical/Dental Care**

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Article 20.10.

**20.10 Maximum Leave Entitlement**

Leaves taken under Articles 20.2, 20.3 and 20.9 shall not exceed a total of fifty (50) hours per calendar year, unless additional special leave is approved by the Employer.

**ARTICLE 21 - MATERNITY LEAVE, ADOPTION LEAVE AND PARENTAL LEAVE****21.1 Maternity Leave**

A pregnant employee shall qualify for maternity leave and benefit entitlement after six (6) calendar months have passed from the date she commenced employment with the Employer.

- (a) The employee will be granted leave of absence for a period of not more than eighteen (18) weeks.
- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery.
- (c) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

**21.2 Adoption Leave**

An employee shall qualify for adoption leave and benefit entitlement after six (6) calendar months have passed from the date he/she commenced employment with the Employer.

- (a) Upon application, an employee shall be granted leave of absence for up to thirty (30) weeks following the adoption of a child. The employee shall furnish, to the Employer, proof of adoption.
- (b) Adoption leave may commence:
  - (1) on the day the child is born; or
  - (2) on the day the child comes into his/her actual care and custody.

**21.3 Parental Leave**

- (a) An employee shall be entitled to parental leave of up to twelve (12) consecutive weeks.
- (b) An employee shall apply and be granted parental leave as set out in the Employment Standards Act.
- (c) Where both parents are employees of the Employer, the employees shall determine the apportionment of parental leave between them.
- (d) Parental leave shall commence:
  - (1) in the case of a mother, immediately following the end of the maternity leave taken under Article 21.1, unless the employer and the employee agree otherwise;
  - (2) in the case of the "other parent" following the birth of the child and within the fifty-two (52) week period after the birth date. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Article 25.8;
  - (3) in the case of an adopting parent, following the adoption of the child and within the fifty (52) week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.



**21.4 Extension of Maternity Leave, Adoption Leave or Parental Leave**

- (a) Maternity leave shall be extended for up to an additional six (6) months for health reasons related to the birth or termination of the pregnancy, where a medical practitioner's certificate is presented.
- (b) Adoption leave or parental leave shall be extended for up to six (6) months for health reasons where a doctor's certificate is presented and where the medical condition relates to the child or children.
- (c) Employees will be entitled to only one (1) six (6) month extension.
- (d) The Employer will make every reasonable effort to return an employee granted leave under Article 21.4 to their former position where possible or in the first available position for which they are qualified with the corresponding classification and salary.

**21.5 Leave Without Pay**

All leave taken under Article 21 is Leave Without Pay.

**21.6 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by one or two employees under Article 21 in respect of the birth or adoption of any one child shall not exceed thirty (30) weeks except as provided under Article 21.4, Extension of Leave.

**21.7 Rights on Return to Work**

On return to work from maternity, adoption and/or parental leave, an employee shall be placed in his/her former position or in a comparable position of equal classification at a salary level he/she would have been at but for the leave(s).

**21.8 Benefit Plan**

If an employee maintains coverage for medical, extended health, dental and/or group life while on leave, the Employer agrees to pay the Employer's share of these premiums for thirty (30) weeks of leave as provided under Articles 21.1, 21.2 and 21.3. The Employer, at the request of the employee, shall maintain coverage under Article 21.4 provided that the employee reimburses the Employer's share of these premiums on a monthly basis for the period of the extended leave.

**21.9 Seniority Rights on Reinstatement**

- (a) An employee who returns to work after the expiration of leave as provided for under Article 21 shall retain the seniority he/she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) The employee shall be deemed to have resigned on the date upon which his/her leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if he/she does not return to work after having applied for re-employment.

**21.10 Sick Leave Credits**

Illness arising due to pregnancy during employment may be charged to normal sick leave credits.

**21.11 Vacation Credits**

Employees on leaves covered by Articles 21.1, 21.2 and 21.3 will receive vacation entitlement based on service seniority. Vacation pay will be calculated based on wages earned from the Employer during that vacation year.

## ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

### 22.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories' Act or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this Article.

### 22.2 Joint Occupational Health and Safety Committee

The Parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

- (a) The Committee will be composed of not more than six (6) members, two (2) of whom shall be employees appointed by the Union and two (2) of whom shall be representatives appointed by the Employer. Up to two (2) additional members may be appointed by the Committee.
- (b) The Committees will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.
- (d) Other Committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other Union designated Committee member or Union designated employee is available, time spent by employees attending to this Committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight time.
- (e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight time.

### 22.3 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on assignment which, in the opinion of a Safety Committee member or steward, after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workplace Safety and Insurance Board.

Where an employee acts in compliance with Section 3.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, he/she shall not be subject to disciplinary action.

### 22.4 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from short term disability leave.

## 22.5 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

## 22.6 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution.

## 22.7 Investigation of Accidents

- (a) Pursuant to Section 6 of the Worker's Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on an accident investigation form which may be amended by mutual agreement and copies sent to:
  - (1) Workers' Compensation Board
  - (2) Occupational Health and Safety Committee
  - (3) Employer Designate(s)
  - (4) BCGEU Designate(s)

Nothing in this Article restricts the right of the Employer to require the management representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

- (c) In the event of a fatality, the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

## 22.8 Industrial First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive twenty-eight dollars (\$28) biweekly.

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 72; however, no employee shall receive more than the monthly allowance for the Class of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of ten (10) work days in any month, he/she shall receive the full monthly allowance.

(d)

(1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Industrial First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses an Industrial First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Industrial First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d) (1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

(i) recall a qualified casual employee in order of seniority from those holding the appropriate Industrial First Aid Certificate, and/or

(ii) include an Industrial First Aid Certificate as a desirable qualification on a posting pursuant to Article 12.8(b).

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Industrial First Aid training in order to obtain a Certificate.

## 22.9 Video Display Terminals

When employees are required to monitor video display terminals which use cathode ray tubes, then:

(a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

(b)

(1) Pregnant employees shall have the following options:

(i) not to continue monitoring video display terminals, or

(ii) not working in the area of one (1) meter of video display terminals which use cathode ray tubes, or

(iii) to work at a shielded video display terminal should one be present in the worksite.

(2) When a pregnant employee chooses not to monitor such video display terminals or chooses not to work in such an area, if other work at the same or lower level is available, she shall be reassigned to such work and paid at her regular rate of pay.

(3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.

(c) Where employees are on leave of absence pursuant to (b) above, and opt to maintain coverage for medical, dental, extended health, group life and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

(d) Over the life of this Agreement the Joint Occupational Health and Safety Committee will investigate the effects of VDT and make recommendations to the Employer for implementation.

#### **22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

(a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

#### **22.11 Safety Equipment**

The Employer shall supply all safety equipment required for the job under the Worker's Compensation Board Regulations, or required by the Employer.

A prescription safety glass allowance of \$120.00 every twenty-four (24) months will be provided for those full-time employees regularly required to wear prescription safety glasses in the normal performance of their duties. Due to Health and Safety requirements, appropriate permanently fitted safety side shields will be mandatory for all prescription safety glasses. A boot allowance of \$120.00 per year will be provided for those full-time employees regularly required to work in areas designated as requiring safety protective footwear.

#### **22.12 Clean-Up Time**

(a) Employees shall be allowed reasonable time during the shift for clean up purposes.

(b) Facilities for such clean-up shall be provided by the Employer subject to the practicability of the particular situation.

#### **22.13 Supply and Maintenance of Equipment**

The Employer shall provide and maintain all equipment, tools, machinery, furniture and supplies necessary for the employees to perform their duties.

### **ARTICLE 23 - TECHNOLOGICAL CHANGE**

#### **23.1**

(a) Both Parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.

(b) The Parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

(c) In light of this mutual recognition the Parties have agreed to the following:

#### **23.2**

(a) For the purpose of technological change as defined in relevant legislation, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.

- (b) Upon receipt of a notice of technological change pursuant to Article 23.2(a), the Joint Committee established under Article 29 shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Article 23.2(a) will provide the following information:
- (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Article 23.2(a):
- (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13.
  - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees to the extent that turnover occurs during the period in which a technological change is being implemented.
  - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 or 31 as appropriate.

### 23.3

For purposes of this Article, "Technological Change" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

### 23.4

Notwithstanding Article 23.2(a), the Parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this Article. In such circumstances, notice shall be provided as soon as possible.

### 23.5

The Parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology. Accordingly, the Parties agree, pursuant to Article 29, to meet to exchange information with respect to such changes at the request of either Party.

## ARTICLE 24 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

**ARTICLE 25 - HEALTH AND WELFARE****25.1 Basic Medical Insurance**

All employees shall be covered by the B.C. Medical Services Plan. The Employer shall pay the monthly premiums for employees and their eligible dependants.

**25.2 Extended Health Benefits**

The Employer shall provide and pay the one hundred percent (100%) monthly premiums for employees and their eligible dependants for extended health benefits in accordance with the agreed-upon Group Life and Health Insurance Policy administered by the company's group benefit carrier.

**25.3 Dental Plan**

The Employer shall provide and pay the one hundred percent (100%) monthly premiums for employees and their eligible dependants for dental plan benefits in accordance with agreed-upon Group Life and Health Insurance Policy administered by the company's group benefit carrier:

One hundred percent (100%) premium for Plan A - basic;  
Sixty percent (60%) for Plan B - major restorative \$2000 maximum per person per year;  
Fifty percent (50%) for Plan C - \$1750 lifetime maximum per dependent child.

**25.4 Group Life and Accidental Death and Dismemberment**

The Employer shall provide group life and accidental death and dismemberment plans in accordance with the agreed-upon Group Life and Health Insurance Policy administered by the company's group benefit carrier. The Employer shall pay one hundred percent (100%) of the premium on the minimum base and the employee shall pay the premium for any insurance over the minimum.

**25.5 Master Benefit Plans and Policy**

A copy of the Group Life and Health Insurance Policy administered by the company's group benefit carrier will be sent to the President of the Union.

**25.6 Change of Carrier**

The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.

**ARTICLE 26 - WORK CLOTHING**

- (a) The Employer shall provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel.
- (b) The Employer shall provide all wearing apparel, footwear, and/or protective clothing presently issued to employees and shall be responsible for the cleaning and maintenance of said items.
- (c) An employee who is in receipt of an issue of uniform/clothing will have replacement made when he/she surrenders unserviceable items previously issued.

**ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES****27.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

**27.2 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Casual employees shall receive their paycheque no later than four (4) weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than four (4) weeks from the date of earning them.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his/her salary.

**27.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement, subject to Article 27.7.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) The rates of pay are recorded in Appendix 3.

**27.4 Substitution Pay**

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, he/she shall receive the rate for the job, where a single rate is established. If a salary range is established, he/she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to five percent (5%) above his/her current rate, whichever is greater, but not more than the top of the new salary range. Employees on short term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

Payment for leave under Articles 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) days preceding his/her leave, in which case he/she shall receive the higher rate.

- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (c) *Positions Temporarily Vacant*

The Employer acknowledges that, except in cases of emergency, the work load of employees covered by this Agreement will not be increased beyond their regular level as a result of positions being



temporarily vacant due to illness, vacation, leave of absence, or any other reasons. This clause shall only apply when work loads are full.

(d) Where substitution is required for Laboratory Scientists, Technicians or Assistants, the most senior available qualified employee in the appropriate classification shall be afforded the opportunity to substitute in the higher position.

### **27.5 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to five (5) percent above his/her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

### **27.6 Pay on Temporary Assignment**

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

### **27.7 Salary Protection and Downward Reclassification of Position**

(a) When an employee's classification is changed or an employee is placed into a position with a lower maximum salary, through no fault of the employee, the following shall apply:

- (1) the employee shall not have his/her salary reduced;
- (2) the employee shall not receive any salary increases until the maximum salary of the lower classification equals or exceeds the employee's salary;
- (3) when the maximum salary of the lower classification equals or exceeds the employee's salary the employee shall receive the full negotiated salary increases of the new classification thereafter.

(b) Such changes in classifications or placements made pursuant to Article 13 and/or 31.8 are covered by (a) above.

### **27.8 Vehicle Allowances**

Vehicle allowances for all distances travelled on the Employer's business shall be paid to employees who use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties. Vehicle allowance shall be thirty-four cents (34¢) per kilometre.

### **27.9 Personal Vehicle Use**

Employees have the right to refuse to use their own vehicles for company business.

### **27.10 Meal Allowances**

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

Reasonable compensation for meal expenses will be reimbursed upon submission and approval of receipts.

**27.11 Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 1:00 a.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation upon presentation of receipts, reasonable compensation for expenses incurred.

**27.12 Upgrading Qualifications**

Where the Employer requires an employee to upgrade his/her skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.

**27.13 Accommodation, Board or Lodging**

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid by the Employer.

**27.14 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one (1) five (5) minute telephone call home, to or within British Columbia, for every three (3) consecutive nights away.

**27.15 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary rate is established, the maximum reduction shall be the closest step to eight percent (8%), but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than five percent (5%), the new salary shall be the maximum of the new position.

**27.16 Out of Pocket Expenses**

An employee in performing his/her duties within his/her headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to the approval of the Employer.

**27.17 General**

Upon acceptance of this contract the Employer will contribute to a regular employee's RRSP plan an amount equal to that contributed by the employee each month, up to a maximum of three percent (3%) of the employees' gross earnings.

**ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION****28.1 Classification Specifications**

See Appendix "A" (to be tabled at a later date).

- (a) Classification specification shall be established by mutual agreement with the Union and a summary of classifications and specifications will be established and a committee will meet within six (6) months from ratification to discuss.
- (b) No existing classification shall be eliminated without prior consultation with the Union.

- (c) Consultation will be held to attempt to resolve the proposed elimination of a classification prior to its elimination.
- (d) Persons with disabilities shall be hired into special classifications and shall be covered by the collective agreement.

### **28.2 Job Evaluation Plan**

- (a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the Parties.
- (b) To facilitate the orderly introduction of, or change in, job evaluation plans, the Joint Committee shall consist of an equal number of representatives of each Party.
- (c) The committee shall formulate the job evaluation plans used within the Bargaining Unit and shall make joint recommendations to the bargaining principals for ratification.
- (d) The committee may direct the formation and establish the terms of reference of sub-committees to undertake the mechanics of any study approved by this Committee.
- (e) Introduction and establishment of mutually agreed-upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Article 28.3.
- (f) The Employer may update classification standards where it does not change the relative value of a classification or impact on a classification series. When revised classification standards are issued by the Employer copies will be filed with the President of the Union.
- (g) The Union and Employer agree to form a committee which will review job classifications and job descriptions. This committee will report to the Parties within one year after the signing of this collective agreement.

### **28.3 Classification and Salary Assignments**

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the Parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the Parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within thirty (30) days to the special arbitrator agreed by the Parties who shall determine the new rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the Parties or the date set by the arbitrator but, in any event, not earlier than the date of implementation.

### **28.4 Classification Appeal Procedure**

An employee shall have the right to grieve, through the Union, the classification of the positions he/she occupies.

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she shall discuss the classification or grade with his/her immediate supervisor.
- (b) The supervisor shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) Upon request, the employee and his/her immediate supervisor shall discuss this statement by comparison with the classification specification(s).

(d) If there is a dispute between the supervisor and the employee concerning the classification or grade of the position he/she occupies, or if the employee believes there is a conflict between his/her classification specification and the statement of duties, the employee may initiate a grievance at Step 2.

## **ARTICLE 29 - JOINT COMMITTEE**

### **29.1 Establishment of Joint Committee**

There will be established a Joint Committee composed of members equal in number, represented by the Employer and the Union. The size of this Committee shall be Union representatives consisting of stewards and the bargaining committee and senior Employer representatives, each committee consisting of equal number of persons. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

### **29.2 Meetings of Committee**

The Joint Committee shall meet at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

### **29.3 Chairperson of Committee**

An Employer representative and a Union representative shall alternate in presiding over meetings.

### **29.4 Responsibilities of Committee**

(a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its member or the Employer to any decisions or conclusions reached in their discussions.

(b) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (2) correcting conditions causing grievances and misunderstanding.

## **ARTICLE 30 - CASUAL EMPLOYEES**

### **30.1 Casual Employees**

(a) A casual employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.

(b) Casual employees who have worked 1879 hours in a fifteen (15) month period and who have a reasonable prognosis of a further four (4) months continuous full-time employment, shall be converted to regular status effective the beginning of the month following the month in which they obtained the required hours.

### 30.2 Seniority on Applying for Regular Positions

Casual employees shall be recognized as in-service applicants when applying for regular positions.

### 30.3 Seniority

- (a)
- (1) For the purpose of layoff and recall, an auxiliary employee who has worked in excess of thirty (30) days shall accumulate service seniority on the basis of:
    - (i) all hours worked at the straight-time rate;
    - (ii) designated paid holidays or days off in lieu in accordance with Article 30.8;
  - (2) The total hours above shall be converted to a seven-hour shift to establish seniority.
  - (3) Upon completing thirty (30) work days (7 hour shifts), an auxiliary employee's seniority shall include the accumulated thirty (30) work days.
- (b) For the purpose of layoff and recall, casual employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.
- (c) A current work unit service seniority list shall be posted quarterly in each seniority unit and shall be provided to the President of the Union or his/her designate.
- (d) Those casual employees hired after May 14, 1999 shall have the following apply:

Casual employees shall be called into work by insuring that the relative standing on the seniority list does not change within a six (6) month period of time. If a casual moves above or below the seniority list, the employer will insure that said casual employee is placed back into their relative standing on the seniority list within the following six (6) month period of time.

### 30.4 Loss of Seniority

An auxiliary employee will lose his/her service and classification seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is on layoff for more than six (6) months;
- (d) he/she is unavailable for or declines three (3) offers of re-employment as provided in Article 30.5; or
- (e) he/she becomes a regular employee.

### 30.5 Layoff and Recall

- (a) Layoff of casual employees shall be by classification in reverse order of service seniority.
- (b) Casual employees on layoff shall be recalled in order of service seniority provided the casual employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, casual employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Casual employees hired for special projects, as mutually agreed to between the Employer and the Union, or casual employees hired under the auspices of the Ministry of Advanced Education and Job

Training, Personal Placement Programs shall be considered terminated for cause in accordance with Article 30.4(a) upon completion of their project or program.

(e) The Employer will schedule time periods during which casual employees on layoff will be contacted as work is available. These scheduled time periods will be established based on the scheduling patterns for that unit, such that casual employees will not be required to be available more than three (3) hours on any one day or for more than one (1) period per shift, at their contact point established pursuant to Section (g).

Calls made to casual employees outside of the scheduled time periods will be treated in accordance with this Article.

(f) Casual employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Casual employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. Section (h) and (j) detail the exceptions to this provision.

(g) Casual employees will provide a direct communication link that will give them personal contact with their work unit/recall section. This communication link must be appropriate to the Employer's operation and may include telephone, radio telephone, public media, on call boards, written communication, cellular phones, pagers, etc.

(h) Where a written communication link is established, a single attempt by registered mail will be made to contact the casual employees. Where telephone/radio telephone, cellular phones, pagers, communication is used, two (2) attempts, at least five (5) minutes apart, will be made to contact the casual employees. In the case of an emergency situation, a single verbal attempt will be made to contact the casual employees.

(i) Casual employees are responsible for advising their work unit/recall section, in writing, of their current phone number, address, radio call numbers, etc., as established in Section (g), and for the accuracy and completeness of the information provided. Casual employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.

(j) Casual employees on layoff who experience problems with their communication link established under (g) above, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (n) below, are required to contact their work unit/recall section in advance of the scheduled time periods as designated by the Employer. The casual employees may be required to contact their work unit/recall section during the scheduled time period to obtain a specific work schedule, etc.

(k) If unable to contact casual employees during the scheduled time periods established in Section (e) above, the Employer will immediately advise the employees by certified mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Article 30.4(d). If unable to contact casual employees outside of the scheduled time periods, the Employer will not count such unavailability for purposes of Article 30.4(d) except as specified in (l) below.

(l) Where casual employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Article 30.4(d).

(m) Where casual employees are contacted during the scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Article 30.4(d).

(n) Casual employees who are unavailable in the following circumstances, and who call in to their work unit/recall section at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Article 30.4(d):

- (1) absence on a WCB claim;

- (2) maternity leave;
  - (3) absence on bereavement as per Article 30.6(i);
  - (4) leave to participate in activities of a reserve component of the Canadian Armed Forces;
  - (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
  - (6) illness of a dependent child of an casual employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days;
  - (7) Union leave per Article 2.10;
  - (8) jury duty;
  - (9) medical or dental appointments.
- (o) Casual employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on three (3) separate occasions<sup>1</sup> in the calendar periods between January 1st and June 30th inclusive or July 1st and December 31st inclusive.
- (p)
- (1) Casual employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.
  - (2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of (b) and (e) through (n) above.
  - (3) Should a casual employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with 10 days written notice.
- (q) Casual employees unavailable for, or declining work offered to them, will not accumulate service seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.
- (r) The Employer is not required to recall casual employees who have already accumulated 1879 hours in a twelve (12) month scheduling period.
- (s)
- (1) Casual employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate unless the employee is unfit to perform his/her duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
  - (2) Where an employee commences work he/she shall receive three and one-half (3½) hours pay at his/her regular rate unless:
    - (i) his/her work is suspended for reasons completely beyond the control of the Employer; or

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<sup>1</sup> It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

- (ii) the duration of the work assignment is known in advance by the employee; in which instances the provisions of Article (s)(1) shall apply.

### **30.6 Application of Agreement**

- (a) Except as otherwise noted in this Article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21, and 25 do not apply to casual employees. The provisions of other Articles apply to casual employees, except as otherwise indicated.
- (b) Any casual employee who is eligible to vote in a Federal, Provincial, or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.
- (c) Casual employees shall be entitled to the provisions of Article 20.1 (Bereavement Leave); however, such leave shall be without pay.
- (d) Maternity leave for casual employees with less than 1879 hours worked in a fifteen (15) month period shall be in accordance with the Employment Standards Act.

### **30.7 Health and Welfare**

In lieu of health and welfare benefits, casual employees shall receive compensation of forty-seven cents (47¢) per working hour, up to a maximum of thirty-three dollars and eighty-four cents (\$33.84) per biweekly pay period.

### **30.8 Designated Holidays**

- (a) Casual employees shall be compensated for the paid holiday, including Easter Monday as follows:
- (1) An employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.
- (2) An employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to a pro-rated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).
- (b) a casual employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation.

### **30.9 Annual Vacation**

Casual employees will be entitled to receive vacation pay at the rate of four percent (4%) of their regular earnings. Casual employees shall receive their earned vacation pay upon termination or added to their regular pay each pay period.

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.1 Indemnity**

Except where a Joint Union-Employer Committee considers that there has been flagrant or willful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement



against an employee arising out of the performance of his duties. The Employer also agrees to pay any legal costs incurred in the proceeding.

### **31.2 Copies of Agreements**

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the Parties.
- (b) The cover of the Agreement shall read as follows:

COLLECTIVE AGREEMENT  
between  
Philip Analytical Services Corporation  
and the  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
Effective to March 31, 2002

- (c) All Agreements shall be printed in a union shop and shall bear a recognized union label.
- (d) The Employer will provide copies of the printed Agreement within ninety (90) days of the signing. Ninety (90) days may be waived in extenuating circumstances.

### **31.3 Travel Advance**

- (a) Regular employees who are required to proceed on travel status shall be provided with an adequate travel advance.

At the completion of the travel, the voucher for receiptable expenses and a completed company expense form will be submitted to the Employer for approval. Any balances owing to either Party will be cleared within thirty (30) days.

- (b) Travel on the Employer's business shall be considered time worked.

### **31.4 Reorganization**

- (a) The Parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of substantial reorganization on the employees.
- (b) In the event of any substantial reorganization in the bargaining unit which results in redundancies, relocation or reclassification, the issue shall be discussed by the Joint committee in order for the Employer to consult with the Union within 30 days prior to the change(s) taking place to consider alternatives to the proposed measure, policy, practise or change.

### **31.5 Personal Vehicle Use**

Employees have the right to refuse to use their own vehicles for company business.

### **31.6 Personal Property Damage**

Where the employee is requested by the Employer to bring an employee's personal property to the worksite the Employer shall be responsible for repairing or replacing such property if it is damaged or destroyed.

### **31.7 Copyrights**

The Employer and the Union agree that original Articles, technical papers, information reports and/or instructional notes prepared by the employee within the course of his/her duties for the Employer, shall be retained by the Employer. The Employer further agrees that the employee may be granted permission to quote selected portions of such materials in a larger work or to publish the material in related journals. Such permission shall not be unreasonably withheld.

### **31.8 Personal Research**

Subject to approval by the Employer and the local Safety Committee, an employee may use facilities normally used in the course of his/her duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

### **31.9**

It is the responsibility of the employee to keep the Employer informed of their current address and telephone number. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

## **ARTICLE 32 - TERM OF AGREEMENT**

### **32.1 Duration**

This Agreement shall be binding and remain in effect to midnight December 31, 2002.

### **32.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after November 30, 2001, but in any event not later than midnight, December 31, 2001.
- (b) Where no notice is given by either Party prior to December 31, 2001, both Parties shall be deemed to have given notice under this Article on December 31, 2001 and thereupon Article 32.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President Philip Analytical Services Corporation.

### **32.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 32.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

### **32.4 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

### **32.5 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**32.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on April 1, 1999.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Andy Murray, President

\_\_\_\_\_  
Zbigniew Filek, Bargaining Committee

\_\_\_\_\_  
Shawn Heier, General Manager

\_\_\_\_\_  
Joseph Dinglason, Bargaining Committee

\_\_\_\_\_  
Dani Demetlika, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

## APPENDIX 1 - WAGE SCHEDULE

1. Retroactive to April 1, 1999 all employees in the bargaining unit start to receive wages equal to their wages on March 31, 1999, increased by four percent (4%).
2. Effective April 1, 2000 all employees in the bargaining unit receive a further wage increase of one percent (1%).
3. Effective April 1, 2001 all employees in the bargaining unit receive a further wage increase of one percent (1%).
4. All employees in the bargaining unit entitled to grid rises will receive a further two percent (2%) wage increase on every anniversary, until their eligibility lapses (i.e. until they receive a total of four (4) anniversary rises or, if not hired at the beginning of the grid, a correspondingly adjusted number of rises).
5. For the new and promoted employees the following weekly wage grid applies:

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Special			284.97	290.67	296.48	302.41	308.46
High School	275.26	280.77	286.39	292.12	297.96	303.92	310.00
A	387.47	395.22	403.12	411.18	419.40	427.79	436.35
B	453.63	462.70	471.95	481.39	491.02	500.84	510.86
C	548.13	559.09	570.27	581.68	593.31	605.18	617.28
D	680.46	694.07	707.95	722.11	736.55	751.28	766.31
E	803.32	819.39	835.78	852.50	869.55	886.94	904.68
F	888.37	906.14	924.26	942.75	961.60	980.83	1000.45

6. Promoted employee's starting wage is the wage on the grid defined in paragraph 5 that represents the closest step 2 to a five percent (5%) increase compared to his/her wage at the previous job classification.
7. New or promoted employee is entitled to exactly four (4) anniversary rises.
8. For the purpose of paragraphs 6 and 7 the grid is assumed to extend indefinitely to the right, with each yearly column obtained by multiplying the previous year's column by 1.02 and rounding to the nearest penny, exact half penny rounded down.
9. The entire wage grid is subject to re-negotiation after March 31, 2002.

**APPENDIX 2 - LIST OF ARBITRATORS**

Stephen Kelleher  
Don Monroe  
Nancy Morrison  
Barbara Bluman  
Suzan Beattie  
Heather Laing

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