

**THE NATIONAL INSTITUTE OF  
DISABILITY MANAGEMENT  
AND RESEARCH**

**COLLECTIVE AGREEMENT**

# **AGREEMENT**

THIS AGREEMENT ENTERED INTO ON THIS 2ND DAY OF AUGUST, 2000.

BETWEEN:

**THE NATIONAL INSTITUTE OF DISABILITY  
AND MANAGEMENT RESEARCH**

(hereinafter called the “Company” and sometimes referred to as the “Employer”)

OF THE FIRST PART;

AND:

**LOCAL UNION 258 OF THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**, being a trade union within the meaning of the  
*Labour Relations Code* (1993) and amendments thereto.

(hereinafter called the “Union” and sometimes referred to as the “{Local Union}”)

OF THE SECOND PART:

## **PREAMBLE**

The parties to this Agreement recognize that the funding structure of the Employer fluctuates annually depending upon grants received.

## **ARTICLE 1 – PURPOSE**

### Article 1.1

The general purpose of this Agreement is to promote a harmonious working relationship between the Institute and the employees as represented by the Union by setting forth provisions for rates of pay, hours or work, settlement of grievances, conditions of employment, and other matters referred to herein.

## **ARTICLE 2 – RECOGNITION**

### Article 2.1

The Institute recognizes the Union as the sole and exclusive bargaining agent for the employees of the Institute employed at 3699 Roger Street, Port Alberni, B.C., except for those excluded by the Certificate as issued by the Labour Relations Board.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **Article 3.1**

The Union recognizes and agrees that except as specifically modified by the Agreement, the Institute reserves the sole and exclusive right to operate and manage its affairs and facilities as it sees fit, including, but not limited to, the right to hire, promote, demote, and transfer, layoff, and discipline, suspend and discharge employees for just cause; the right to extend, locate, limit, cease or curtail its operations, and to determine the numbers and classifications of employees required for any and all operations; and the right to schedule work and to make any changes in its operations.

### **Article 3.2**

The Institute reserves the right to utilize part-time or casual workers to meet temporary peak-period work requirements that shall not exceed three (3) months. There will be no part-time or casual workers when regular employees are laid off or on reduced hours.

### **Article 3.3**

The Union recognizes that the Employer may be required to utilize short-term project consultants to conduct special projects of periods that shall not exceed six months. These consultants will not perform work coming within the jurisdiction of the Union except for work performed within the context of their own project.

## **ARTICLE 4 – UNION SECURITY AND REPRESENTATION**

### **Article 4.1**

All employees, who are now members of the Union, shall as a condition of employment remain members of the Union. All new employees shall become and remain members of the Union.

### **Article 4.2**

The Institute agrees to deduct initiation fees, Union dues, fines, assessments and arrears upon receipt of an authorization signed by an employee. Such authorization is to be signed and completed on commencement of employment.

### **Article 4.3**

The monies so deducted under Article 4.2 will be forwarded to the Financial Secretary of the Union, together with the names, addresses, S.I.N.s of present employees, new hires and terminated employees on or before the fifteenth (15<sup>th</sup>) day of the month following deductions.

#### Article 4.4

A Union representative may, with permission from the Company, have access to that portion of the Company's premises where Union members are employed. Such permission shall not be unreasonably upheld.

### **ARTICLE 5 – HOURS OF WORK**

#### Article 5.1

The Institute reserves the right to schedule hours of operation, hours of work for employees, rest, meal periods and overtime work. The standard of hours of work for regular full-time employees shall be seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week. This is not a guarantee of hours of work per day or hours of work per week.

#### Article 5.2

The hours of work shall normally be seven and one half (7 ½) hours per day with a one-half (1/2) hour lunch break and two (2) fifteen (15) minute break periods. The hours of work and break times will be established by mutual agreement, subject to operational requirements between each employee and the Institute on a monthly basis.

#### Article 5.3

Overtime compensation shall be as per the *Employment Standards Act*.

#### Article 5.4

Overtime shall not be banked but will be compensated as per the *Employment Standards Act*.

#### Article 5.5

An employee who is required to work overtime shall be entitled to overtime compensation as per Article 5.4, providing the overtime worked is authorized in advance by their Supervisor.

#### Article 5.6

Overtime entitlement shall be calculated in fifteen (15) minute increments. Employees shall not be entitled to overtime compensation for periods of overtime of less than fifteen (15) minutes per day.

#### Article 5.7

An employee who is required to travel on the Institute's business outside the employee's regular working hours shall receive compensating time off at straight time rates for all hours traveled

over and above travel time that would normally be required going to and from work. The Institute may determine the means of such travel. Travel time is not considered as time worked for the purpose of calculating overtime.

## **ARTICLE 6 – STATUTORY HOLIDAYS**

### Article 6.1

The Institute will observe the statutory holidays provided under the *Employment Standards Act* plus Easter Monday, Boxing Day and any other day declared by the provincial or federal governments. Statutory Holiday Pay will be paid in accordance with the *Employment Standards Act*.

A schedule of observed dates will be published early each year.

## **ARTICLE 7 – CLASSIFICATION AND WAGES**

### Article 7.1

Rates of pay and job classifications will be as contained in Appendix “A” of this Agreement.

### Article 7.2

The Institute reserves the right to create new classifications in the bargaining unit as required from time to time, and shall notify the Union when this happens. The Management and the Union will meet prior to the commencement of the new classification and agree to the wage rate.

## **ARTICLE 8 – SENIORITY**

### Article 8.1

The parties recognize that job opportunities and security increase in proportion to length of continuous service within the bargaining unit.

### Article 8.2

A new hired employee shall be considered to be probationary and shall have no seniority until they have actually worked three (3) months. After completing their probationary period, seniority shall be granted from date of hire.

### Article 8.3

During the probationary period the Institute will determine whether or not the employee is suitable for permanent employment. Suitability shall include but is not limited to competence in performing the work designated by the Institute. It is understood that the grounds for discharge

of a probationary employee need not be such that they would justify the discharge of a regular employee.

#### Article 8.4 – Seniority

Seniority of an employee shall be lost and their employment terminated for any of the following reasons:

- Voluntary quit or resignation.
- Discharged and not reinstated in accordance with this Agreement.
- Recalled to work by registered mail following a layoff, and fails to contact the Institute within two (2) working days of the date of notice of recall was received, and/or fails to report for work within two (2) working days of the date of notice of recall was received. It is the responsibility of the employee to advise the Institute should they become unavailable for work for any reason.
- Laid off by the Institute for a period in excess as follows:
  - Employees with less than five (5) years service – six (6) months.
  - Employees with more than five (5) years service – twelve (12) months.
- Takes another job elsewhere during an authorized leave of absence without the express written approval of the Institute.
- Overstay an authorized leave of absence.

### **ARTICLE 9 – LAYOFF, RECALL AND SEVERANCE**

#### Article 9.1

A layoff shall be defined as a reduction in the workforce or in the reduction in the standard hours of work as defined in Article 5.1 of this Agreement.

#### Article 9.2

The Institute shall notify employees, not given a termination date when hired, who are to be laid off, a minimum of **five (5) calendar** days notice prior to the effective date of layoff.

#### Article 9.3

The employee with the least amount of seniority in any classification will be the first laid off from that job, but they may displace an employee in the same or lower category with the least seniority in the category, providing they have the qualifications to satisfactorily perform the job and have greater seniority.

#### Article 9.4

Regular employees on layoff shall be recalled in order of seniority, provided they have the qualifications, skill and ability to perform the available work.

Article 9.5

It is the employee's responsibility to keep the Institute advised of their latest address and telephone number.

Article 9.6

The provisions of this section shall only apply in respect of any employee for a period following the date of layoff as follows:

- Employees with less than five (5) years service – six (6) months.
- Employees with more than five (5) years service – twelve (12) months.

Article 9.7 – Severance Pay

- Office Closure: The Employer will pay to each employee two (2) weeks pay for each year of service; pay to be prorated for partial years, in the event the Institute's office in Port Alberni closes.
- Office Relocation: Employees will first be given the right to relocate to the new office. Second, employees declining to relocate shall be paid severance as per (a) above.

The Employer will be required to give thirty (30) days notice or payment in lieu of notice in the event of a closure or relocation.

**ARTICLE 10 – ANNUAL VACATIONS**

Article 10.1

Annual vacation entitlements will be as follows:

- |                               |   |                       |
|-------------------------------|---|-----------------------|
| one (1) - two (2) years       | - | ten (10) days         |
| three (3) – five (5) years    | - | fifteen (15) days     |
| six (6) – fourteen (14) years | - | twenty (20) days      |
| fifteen (15) years and over   | - | twenty-five (25) days |

Article 10.2

Vacation time is accrued over the period January 1 to December 31.

Article 10.3

The timing of vacations is to be determined by mutual agreement between the employees and the Institute. Scheduling of vacations shall be on the basis of seniority where there is a conflict of

scheduling between employees, however no more than one (1) employee may be on vacation at one time.

Article 10.4

Upon termination of employment, the Institute shall pay the terminating employee for all vacation days owed to them at their regular rate of pay.

Article 10.5

Upon termination of employment, should the terminating employee have used more of their vacation credit than entitled, they shall have the difference deducted from their final paycheque.

Article 10.6

Vacation time not used will be allowed to carry over from one year to the next to a maximum of five (5) days per year. However, employees must take minimum of ten (10) days vacation in each year.

**ARTICLE 11 – SAFETY AND HEALTH**

Article 11.1

The Institute and the Union recognize the benefits to be derived from safe working conditions and work practices, and shall co-operate to promote the enforcement of safety rules. All employees must comply with reasonable rules of safe conduct established by the Institute and the Workers' Compensation Board.

Article 11.2

The parties agree to subscribe to the *Human Rights Code of B.C.*

**ARTICLE 12 – GRIEVANCE PROCEDURE AND ARBITRATION**

Article 12.1

The parties agree that complaints or grievances should be dealt with as quickly as possible. Employees are urged to try and settle their complaints with their immediate Supervisor as soon as possible after they originate. Where a grievance is not initiated or processed within the time limits as described by the following Articles, the grievance will be abandoned. Time limits may be extended by mutual agreement.

## Article 12.2

There shall be one Steward, designated by the Union, who is an employee of the Institute. The Steward will be granted time with pay to attend meetings with management to settle grievances. The Union will advise the Institute of the name of the Steward (and their alternate, if desired) in writing, and when changes are made from time to time.

## Article 12.3

The steps to be taken in the handling of any grievance shall be:

- Step 1. Within five (5) working days after the circumstances giving rise to the grievance have come to the employee's attention, the employee shall notify their immediate Supervisor, and a meeting will be held between the grievor (accompanied by the Steward, if desired) and the immediate Supervisor. A verbal decision will be given within forty-eight (48) working hours after the meeting.
- Step 2. If a settlement is not reached at Step 1, the grievance shall be submitted to the Supervisor by the Steward in writing signed by the employee and the Steward, and a written decision will be given within ten (10) working days after the written grievance is submitted.
- Step 3. If the grievance is not satisfactorily resolved at Step 2 within ten (10) working days of receipt of the Supervisor's response, the grievance may be referred to the Executive Director of the Institute, who will respond within ten (10) working days of receipt of the grievance. If desired, the Union Business Representative may present the grievance of Step 2.
- Arbitration. Failing a satisfactory settlement at Step 3, the grievance may be submitted to final and binding arbitration by a single arbitrator within thirty (30) calendar days from receipt of the reply at Step 3. If the parties cannot agree upon an arbitrator, the Collective Agreement Arbitration Bureau will be requested to appoint an arbitrator.
- The arbitrator shall not have the power to change, alter, modify, or amend any provisions of this Agreement.
- Each party shall pay their own costs and expenses of the arbitration and one-half (1/2) of the remuneration and disbursements or expenses of the arbitrator.
- In the case of a grievance involving the dismissal of an employee, the grievance may be initiated at Step 3.

## **ARTICLE 13 – SICK LEAVE**

### **Article 13.1**

Commencing January 1 of each year, the Institute will pay sick/family leave of one-half (1/2) day per month, totaling six (6) days per year, which can be accumulated up to a maximum of twelve (12) days. A doctor's certificate may be requested if an employee is off for three (3) days or more.

### **Article 13.2**

It is the employee's option to use sick leave to cover the five (5) days unpaid family responsibility leave granted, as outlined in the *Employment Standards Act*.

### **Article 13.3**

Any sick days not taken when an employee leaves the Institute will not be paid out.

## **ARTICLE 14 – CONTRACTING OUT**

### **Article 14.1**

The Institute agrees not to contract out work presently performed by employees covered by this Agreement which would result in the layoff of such employees.

## **ARTICLE 15**

### **Article 15.1**

- The Institute will contribute 6.5% of gross annual income to the Registered Retirement Savings Plan account for current employees in the bargaining unit.
- New employees, upon successful completion of their probationary period, shall have a one-time option of enrolling in the Registered Retirement Savings Plan. Participation in the Plan is voluntary. The employee must exercise the option within ninety (90) days of completion of the probationary period.
- Employee contributions to the Plan through payroll deduction will be as follows:
  - Employees with three (3) months – five (5) years service - 3%
  - Employees with five (5) or more years of service - 5%
- The Employer will match the contributions made by each employee.
- It is understood and agreed that the Pension Plan will be locked in as long as the employee remains employed by the Institute.
- Conditions and terms of (b) through (e) are applicable to employees hired after August 2, 2000.

## **ARTICLE 16 – HEALTH AND SICKNESS**

### **Article 16.1**

The Institute will pay the premiums for the following health and sickness benefits:

- MSP of B.C.
- Extended Health.
- Group Life Insurance.
- AD&D.
- Dental Plan.
- STD.
- LTD.
- EFAP.

### **Article 16.2**

All details related to coverage are currently controlled by the North Island College. Should the Institute no longer be eligible to participate in the benefit plans of North Island College for any reason, the Institute will obtain the best possible coverage at the current cost level.

### **Article 16.3**

The Institute will not be liable for any benefits or monetary payments in relation to the health and sickness benefits listed in Article 16.1, other than paying the premiums for the health and sickness benefits listed in Article 16.1.

## **ARTICLE 17 – LEAVES OF ABSENCE**

### **Article 17.1 – Bereavement Leave**

An employee shall be granted up to three (3) paid working days leave in the case of death in the employee's immediate family. The immediate family will be as described in the *Employment Standards Act*.

### **Article 17.2 – Union Business**

The Institute, upon receiving two (2) weeks' notice in writing from the Business Manager or delegate of the Union, agrees, subject to operational requirements, to grant Leave of Absence without pay to Union Stewards or representatives of the members for Union Business. Such Leaves of Absence shall not exceed two (2) weeks duration, nor shall they exceed one (1) member at any one time unless otherwise mutually agreed.

### Article 17.3 – Jury Duty

An employee summoned to Jury Duty or subpoenaed as a witness shall be paid in wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned had they worked on such days. Employees of Jury Duty shall furnish the Institute with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked.

### Article 17.4 – Maternity Leave and Paternal Leave

- Maternity Leave and Parental Leave will be granted in accordance with the *Employment Standards Act*. There will be no employer-paid pension contribution during this time.
- The Institute will not maintain benefit coverage and will not pay any portion of the employee's wages during a Parental Leave. There will be no employer-paid pension contributions during this time.

## **ARTICLE 18 – DURATION OF AGREEMENT**

### Article 18.1

This Agreement shall become effective on the date of ratification by the employees and continue in effect for a period of three (3) years from this date, and shall continue in force from year to year thereafter unless either party shall notify the other party of intent to negotiate a new Agreement within four (4) months of termination date.

### Article 18.2

Subsections 50(2) and (3) of the B.C. *Labour Relations Code* do not apply to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals through their respective Officers on the 2nd day of August, 2000.

SIGNED ON BEHALF OF THE  
COMPANY  
The National Institute of Disability  
Management and Research

SIGNED ON BEHALF OF THE  
UNION  
Local 258 of the IBEW

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JOHN E. McGRAW  
Business Manager and Financial  
Secretary

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**APPENDIX "A"**  
**RATES OF PAY AND JOB CLASSIFICATIONS**

	<u>Start</u>	<u>First Employees' Anniversary</u>	<u>Second Employees' Anniversary</u>	<u>Third Employees' Anniversary</u>
<b>Effective August 2, 2000:</b>				
Database Coordinator Administration and Sales	\$15.00	\$ 15.41	\$ 16.37	\$ 17.42
Coordinator	15.41	16.37	17.42	18.13
Accounting Coordinator	16.04	17.04	18.13	19.84
<b>Effective August 2, 2001:</b>				
Database Coordinator Administration and Sales	\$15.00	\$ 15.49	\$ 16.53	\$ 17.68
Coordinator	15.41	16.45	17.59	18.40
Accounting Coordinator	16.04	17.13	18.31	20.14
<b>Effective August 2, 2002:</b>				
Database Coordinator Administration and Sales	\$15.00	\$ 15.56	\$ 16.70	\$ 17.95
Coordinator	15.41	16.53	17.77	18.67
Accounting Coordinator	16.04	17.22	18.49	20.44

- New employees, while on probation, shall receive 90% of the Start Rate and, upon completion of the probationary period, shall receive the Start Rate as outlined above for their category.
- No employee shall suffer a reduction in pay rate by reason of the signing of this Agreement.
- Employees not receiving an increase in wages will be paid a bonus of \$900.00 upon ratification, \$400.00 on August 2, 2001 and \$400.00 on August 2, 2002.

SIGNED ON BEHALF OF THE  
COMPANY  
The National Institute of Disability  
Management and Research

SIGNED ON BEHALF OF THE  
UNION  
Local 258 of the IBEW

\_\_\_\_\_  
JOHN E. McGRAW  
Business Manager and Financial  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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