

**COLLECTIVE AGREEMENT**

**between the**

**CENTRE FOR EDUCATION INFORMATION STANDARDS  
AND SERVICE SOCIETY (CEISS)**

**and the**

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

**Effective from May 1, 2001 to April 30, 2004**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) "*auxiliary seniority unit*" - includes all operations of the Employer within a geographic area.
- (2) "*bargaining unit*" - is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on April 30, 1998.
- (3) "*basic pay*" - means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection;
- (4) "*child*" - wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse;
- (5) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship or has been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (6) "*continuous employment*" or "*continuous service*" - means uninterrupted employment with CEISS subject to the provisions of Clause 11.3;
- (7) "*day of rest*" - in relation 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;
- (8) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (9) "*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) "*auxiliary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
    1. seasonal positions;
    2. positions created to carry out special projects or work which is not continuous;
    3. temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave;
    4. temporary positions created by special programs such as the summer student employment program, or other special temporary programs;
- (10) "*Employer*" - means Centre for Education Information Standards and Service Society (CEISS);
- (11) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;

- (12) "*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;
- (13) "*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;
- (14) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (15) "*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–Layoff and Recall or Article 28–Auxiliary Employees;
- (16) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (17) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (18) "*probation*" - for an employee means that period of probation outlined in Clause 11.4;
- (19) "*promotion*" - means a permanent change from an employee's position to one with a higher maximum salary level;
- (20) "*resignation*" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (21) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (22) "*spouse*" - includes husband, wife and common-law spouse;
- (23) "*termination*" - is the separation of an employee for cause pursuant to Article 10–Dismissal, Suspension and Discipline, Article 11–Seniority, or Article 28–Auxiliary Employees;
- (24) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU);
- (25) "*workday*" - is a period of 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 a harmonious relationship between the Employer and the employees and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote the mutual interest of the Employer and its employees.



(b) The parties hereto recognize that they are jointly engaged in providing a valuable service to the customers and that there is an obligation on each party for the continuous and efficient performance of such service within the terms and conditions of this Agreement and for its duration.

## **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 Regulations**

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

## **1.4 Collective Agreement**

This Collective Agreement covers all employees who are members of the BCGEU and will be abided to by the parties.

## **1.5 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.

## **1.6 Human Rights Act**

- (a) The parties hereto subscribe to the principles of the Human Rights Act of British Columbia.
- (b) In accordance with Clause 1.7, the parties will meet and review methods of extending knowledge of the Human Rights Act within CEISS and for extending knowledge relating to the Human Rights Act to all employees.

## **1.7 Discrimination and Harassment Under the Human Rights Act**

### *(a) Purpose*

CEISS in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

### *(b) Harassment*

Discrimination and harassment relates to any of the prohibited grounds contained in the B.C. Human Rights Act. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offence unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Clause does not preclude an employee from filing a complaint under Section 13 of the B.C. Human Rights Act. An employee making a complaint of harassment must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in this Clause. An employee shall not use the grievance process of Article 8.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8–Grievances.

(c) *Sexual Harassment*

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(d) *Procedures*

All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(1) *Informal Procedure*

An employee who believes he or she has a complaint of harassment or discrimination may approach their appropriate supervisory personnel, union steward, or Union representative within six (6) months of the latest alleged occurrence, to discuss potential means of resolving a

complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(2) *Formal Procedure*

If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the CEO or his/her designate.

A written complaint shall specify the details of the allegation(s) including:

- name, title and Employer of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(3) The CEO or his/her designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the CEO or such later date as may be mutually agreed by the Employer and the Union.

(4) Where the matter is not resolved pursuant to (4), the Union may refer the matter to arbitration in accordance with Article 9.

(5) Disciplinary action taken by the Employer which is consistent with the recommendations of the arbitrator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

Disciplinary action taken by the Employer which exceeds the recommendations of the arbitrator may form the basis of a grievance which shall be filed directly at Step 2.

(6) If the Employer fails to act upon the recommendations of the arbitrator or if the action taken by the Employer is not consistent with the recommendations, the CEO's decision may be considered as not having been determinative of the complaint.

(7) If the arbitrator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(8) Pending the determination of the complaint, the CEO may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

### **1.8 Inappropriate Use of Managerial/Supervisory Authority**

Inappropriate use of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Inappropriate use of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

*Procedures*

- (a) Within 30 days of the latest alleged occurrence, an employee may approach the Manager, Human Resources, or the next level of management not involved in the matter, in an attempt to resolve the matter informally.
- (b) If the matter is not resolved to the employee's satisfaction, a grievance may be filed at Step 2 of the grievance procedure.
- (c) 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.
- (d) Pending determination of the complaint, the CEO may take interim measures to separate the employees concerned if deemed necessary.

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS****2.1 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on April 30, 1998 applies.

**2.2 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 this Agreement, as it applies to that employee, shall be forwarded to the President of the Union or his/her designate.

**2.3 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 this Agreement.

**2.4 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.

**2.5 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select up to two stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward 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.

## 2.6 Bulletin Boards

The Employer shall provide bulletin board facilities 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.

## 2.7 Union Insignia

- (a) 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.
- (b) The recognized insignia of the Union shall include the designation "*bcgeu*". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## 2.8 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.

## 2.9 Time Off for Union Business

- (a) *Without Pay* - with reasonable written notice 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 requires them to leave their general work area;
  - (3) for an employee who is a representative 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, or the Labour Relations Board;
- (b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted for one employee who is a representative 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 and the Union shall reimburse the Employer for salary and benefit costs, including

travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. 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. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

- (d) The Employer shall grant, on request, leave of absence without pay:
- (1) for employees selected for a full-time position with the Union for a period of one year;
  - (2) 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 years and shall be renewed upon request;
  - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

## **2.10 Union Meetings**

- (a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.
- (b) The Union shall provide four weeks' notice to the Chief Executive Officer of the intended date and time of the meeting.
- (c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

## **ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who on April 30, 1998, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the Labour Relations Code).
- (b) All employees hired on or after April 30, 1998, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee (subject only to the provisions of Section 17 of the Labour Relations Code).
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to April 30, 1998, 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 biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 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. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (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 monies 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**

- (a) At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:
- (1) the name, location and work telephone number of the steward; and
  - (2) an authorization form for union dues check-off.
- (c) The steward shall be advised of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.
- (e) The Union will provide CEISS with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

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

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by 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 Committees**

A Union Bargaining Committee shall be appointed and consist of one member in good standing of the Union together with the President of the Union or his/her designate. 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 Component 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 Clause 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Employer of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

## **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.

## **7.5 Policy Meetings**

The Employer and the Union recognize the importance and necessity of the principals to this Agreement meeting as required to discuss problems, which may arise from time to time.

## **7.6 Emergency Services**

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

# **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.
- (c) The parties agree that an earnest effort shall be made to settle disputes through the grievance procedure.

## **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved 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, in the manner prescribed in Clause 8.4, must do so no later than 21 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 Clause 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(s) or Clause(s) 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 local manager or designate through the Union steward.
- (b) The local manager or designate shall:
  - (1) forward the grievance to the Chief Executive Officer or designate authorized to deal with grievances at Step 2; and
  - (2) 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 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. This 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 21 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. In such cases, Clause 8.7(b) shall not apply. The report shall not be introduced as evidence at any arbitration proceeding.

## **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–Arbitration, the President, or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received, or
- (b) 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 certified mail.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were certified, 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, use of facsimile will apply.

## **8.9 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension pending investigation, the grievance may be filed directly at arbitration with the Employer, within 21 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 21 days of the employee receiving such notice.
- (b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within 21 days of the date on which the suspension occurred, or within 21 days of the employee receiving such notice.

## **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.
- (c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

## **8.11 Policy Grievance**

- (a) Where either party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union,

as the case may be, within 30 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9–Arbitration.

(b) This Article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

### **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 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–Grievances, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by certified mail to the other party, except as noted in Clause 8.8.

(c) Where the matter in dispute is a dismissal grievance, the arbitrator shall make every effort to set a date for the hearing to be held seven weeks from the date that such a hearing is requested.

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

(a) When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to a single arbitrator. If the parties are unable to agree to a single arbitrator within a period of 30 days from the date on which either party has notified the other in writing of its wish to have a question referred to arbitration, the said arbitrator will be appointed by the Minister of Labour of British Columbia.

(b) 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 make every effort to render a decision within 30 days of the conclusion of the hearing.

(c) 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, alter, modify, or amend any of its provisions.

(d) Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, and he/she will make every effort to do so within seven days of receipt of such application.

### 9.3 Expenses of Arbitration Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints; and
- (b) One-half of the fees and expenses of the Chairperson.

### 9.4 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.

### 9.5 Expedited Arbitration

- (a) The parties shall meet every four months or as often as required to review outstanding grievances filed 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 20 work days;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the Agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a party intends to raise a preliminary objection;
  - (8) 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 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) Expedited 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 Clause 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 CEO or any other person authorized by the CEO 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 CEO or any other person authorized by the CEO 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

A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five days of the action being taken.

### 10.5 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals.

(b) 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.

(c) 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 18 months from the date it was issued provided there has not been a further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the personnel file of an employee, the existence of which the employee was not aware at the time of filing.

### 10.6 Employee Appraisal Forms

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. The employee will be given until the next working day to read and review the appraisal.

(b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

(d) An employee shall receive a copy of his/her appraisal.

### **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. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

Where it is not practical for the employee to review the file in the office in which it is kept, the Employer shall make arrangements to have the file delivered to an office nearer to the employee's worksite. In all situations the file will be reviewed in the presence of a person designated by the Employer.

### **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 CEO or any other person authorized by the CEO, may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 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.

(b) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may in accordance with Article 8—Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.11(a).

### **10.10 Abandonment of Position**

An employee who fails to report for duty for five consecutive workdays 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 service with the CEISS from the date of hire as a regular or auxiliary employee. For periods of less than full-time employment, service seniority shall be pro-rated on the basis of one year's seniority for each 1827 straight time hours paid.

## 11.2 Seniority List

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

## 11.3 Loss of Seniority

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21–Maternity, Parental and Adoption Leave, shall not accrue seniority for leave periods over 30 calendar days.
- (b) 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.
- (c) 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 in his/her original classification at the work location nearest his/her residence.
- (d) 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 Clause 11.5, he/she voluntarily terminates his/her employment or abandons his/her position;
  - (3) he/she is on layoff for more than one year; or
  - (4) he/she receives severance pay in accordance with this collective agreement.

## 11.4 Probationary Period

New employees will serve a probationary period of 913 hours actually worked.

## 11.5 Re-employment

A regular employee who has passed their probationary period and who resigns his/her position and within ninety (90) 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 superannuation contributions.

## 11.6 Bridging of Service

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, 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 two 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 years; and during that time the employee must not have been engaged in remunerative employment for more than six months excepting employment with this Employer as an auxiliary;

- (d) the previous length of service seniority shall not be reinstated until successful completion of the probationary period on re-employment.

Former employees who meet the conditions outlined above will have in-service status when applying for re-employment, and shall, for the purpose of the selection process, be credited with the years of continuous service accumulated to the effective date of termination.

## ARTICLE 12 - SERVICE CAREER POLICY

### 12.1 Postings

- (a) Vacancies of a regular nature that are to be filled, must be posted in-service and may be posted externally simultaneously. No external candidate will be selected where there is a qualified in-service applicant.
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of six months from the establishment of the list. The effective period of the eligibility list may be extended up to an additional six months by the Employer with the agreement of the President of the Union. Such agreement shall not be unreasonably withheld.
- (c) Vacancies of a temporary nature, which are known to exceed three months, shall be posted within 30 days.
- (d) Notices shall be posted at least five days prior to the closing date of the competition, except as provided for in Clause 12.7 and Article 13—*Layoff and Recall*.
- (e) The notice of postings shall contain the following information: nature of position, qualifications, skills, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (f) Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.
- (g) Disputes regarding the application of this Clause shall be dealt with as part of the grievance procedure.
- (1) Temporary vacancies of not more than three months in duration shall be filled as follows:
  - (2) the Employer agrees that every effort to ensure that workloads of regular employees will not be unreasonably increased as a result of positions temporarily vacant due to illness, vacation leave, training, or any other reason;
  - (3) for purposes of substitution, the Employer will give regular employees first consideration, however for bona fide operational reasons existing auxiliary employees will be given the opportunity. It is understood employees must be qualified to perform the work of the position requiring substitution and whose most recent appraisal indicates satisfactory performance.

### 12.2 Union Observer

The President of the Union or his/her designate may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in CEISS. The observer shall be a disinterested party. This clause shall not apply to excluded positions.



### 12.3 Selection Procedures

- (a) Appointments to and from within CEISS will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service in the CEISS.
- (b) The initial assessment of applicants shall be a process, which appraises the knowledge, skills and abilities of eligible applicants. If the highest rated qualified applicant has the most years of continuous service, this applicant shall be appointed.
- (c) If the highest rated qualified applicant is not the applicant with the most years of continuous service the selection panel will determine which qualified applicants, if any, are relatively equal to this applicant. The qualified applicant who is relatively equal with the most years of continuous service shall be appointed.
- (d) For the purpose of this Clause "*relatively equal*" means candidates with a point score difference of 5% or less of the points available for education, skills, knowledge, experience and past work performance.
- (e) Where an eligibility list has been established pursuant to Clause 12.1(b), qualified candidates who are relatively equal to the highest ranked successful candidate shall be placed on the eligibility list in order of their years of continuous service. Other qualified candidates shall be placed on the list in order of their respective point scores.

### 12.4 Notification

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful in-service applicant.

### 12.5 Appeal Procedure

- (a) An unsuccessful candidate may request in writing, or by electronic mail, a verbal or written explanation for the decision from the recruiting manager within five working days of being notified of the competition results. The recruiting manager will respond within five working days of this request.
- (b) If the successful applicant is out of service, upon request, an unsuccessful in-service applicant will receive a summary of the successful applicant's qualifications, skills and experience.
- (c) An unsuccessful candidate who wishes to grieve the appointment shall do so within five working days of receipt of the explanation, or within five working days of the explanation being due, whichever comes first. The grievance shall be initiated at Step 2 of the grievance procedure.
- (d) In exceptional circumstances, these time lines may be extended by mutual agreement.
- (e) Where a grievance has been filed, no permanent transfers or placements shall take place until the grievance has been resolved.

### 12.6 Trial Period

Current employees selected for new positions will serve a trial period of 90 workdays. The test of suitability will apply. An employee found unsuitable after completing this period will return to his/her former position.

## 12.7 Transfers Without Posting

Lateral transfers or voluntary demotions may be granted, without posting for:

- (a) compassionate or medical grounds to regular employees who have completed their probationary period;
- (b) all employees who have become incapacitated by industrial injury or industrial illness;
- (c) operational requirements.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Pre-layoff Canvass

(a) Prior to the layoff of regular employee(s) under Article 13 the Employer may canvass any employee to invite:

- (1) placement into a vacant regular position;
- (2) resignation with severance as provided for in Article 13 as appropriate; or
- (3) where eligible, early retirement.

The Employer will advise the Union and employees of the number of individuals and classifications likely to be affected by a prospective layoff. The Employer shall advise the Union of the results of the pre-layoff canvass.

- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.
- (c) The Employer will establish reasonable time periods in which responses from employees will be received for consideration.

### 13.2 Layoff

In the event of a layoff of employees the following shall apply:

- (a) Layoff of regular employees shall be in reverse order of seniority within a classification within the regular seniority unit. Upon notice of layoff and in the following order, a regular employee may:
  - (1) displace the most junior regular employee in the seniority unit;
  - (2) displace the most junior auxiliary employee in the seniority unit;
  - (3) displace the most junior regular employee in the seniority unit of the next lower classification;
  - (4) displace the most junior auxiliary employee in the seniority unit of a lower classification.

If a regular employee chooses to displace an employee he/she must be qualified and able to do the job, after a period of familiarization.

- (b) The Employer shall notify employees affected in writing, at least 20 working days prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work his/her regularly scheduled shifts during the 20-day period after notice of layoff, he/she shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.
- (c) The employee must notify the Employer of their intention to exercise their bumping rights in writing within five working days of receiving the notice of layoff.

(d) In the event of a pending layoff of one or more regular employee(s), the Joint Committee will meet to discuss the impact of the layoff(s) and assist the process.

Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee, current in-service training, and shall be allowed a reasonable time to familiarize himself/herself with his/her new duties.

(e) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization.

(f) A regular employee who is age 55 years or older and is entitled to receive a pension under the Municipal Pension Plan, as of the effective date of layoff, shall be entitled to severance pay pursuant to this article shall, and upon application, be entitled to additional pensionable service equivalent in value, as determined by the Superannuation Commissioner, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

(g) Prior to the expiry of the Notice of Layoff, or if the employee is not considered qualified as required by subsection (a) above, or does not successfully complete the Trial Period of Clause 12.6, a regular employee will be entitled to resign with severance pay as follows:

(1) those with less than three years service seniority shall be entitled to two weeks current salary for each year of regular service;

(2) those with three or more years of service seniority will be entitled to three weeks current salary for each year of regular service, to a maximum of 15 weeks current salary.

(h) Employees shall remain at work and on pay until all steps are completed for that employee including bumping, placement, or severance.

## **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 1827, which is equivalent to an average of 35 hours per week. The 1827 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 1827 hours.

### **14.2 Work Schedules**

(a) The workweek will normally be Monday to Friday.

(b) The work schedule will be within the hours of operation.

(c) The Employer shall determine when various services are provided (hours of operation), the classifications of such positions, and the numbers of employees required to provide the services.

(d) The parties may enter into a modified work week arrangement by mutual agreement. Mutual agreement will not be unreasonably withheld.

(e) In agreeing to a modified work week the Employer's designate and the Union Steward at the local level will establish work schedules based upon the provisions of this Agreement, including the following:

- (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
  - (2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative;
  - (3) either party may withdraw from a modified work week arrangement with 30 days notice based on subsection (f) of this Clause.
- (f) The parties recognize that in agreeing to a modified work week the following shall also apply:
- (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
  - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the customer;
  - (3) Consideration shall also be given to employee preferences, fairness and equity.
- (g) The CEO or his/her designate and the Union Steward will negotiate hours of work schedules at the local level.

Work schedule patterns:

- (1) seven hours per day, five days a week;
- (2) 7.78 hours per day, within a nine day fortnight. The .78 hour shortfall for each statutory holiday will be scheduled by mutual agreement;
- (3) 8.75 hours per day, four days a week. The 1.75 hours shortfall for each statutory holiday will be scheduled by mutual agreement;
- (4) any combination of work hours and work days, as long as the work day does not exceed 10 hours or the work week exceed five days; and the work hours must not exceed 140 in a four week period.

### 14.3 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clauses 16.3 or 16.4, the time off granted will be seven hours per lieu day for a full-time employee and prorated for a part-time employee.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 17.1, the annual vacation entitlement shall be converted to hours on the basis of a seven-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 16–Paid Holidays, the time off granted will be seven hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds seven hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.2.

### 14.4 Rest Periods

All employees shall have two, 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift. Rest periods

shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

#### **14.5 Meal Periods**

- (a) Meal periods shall not exceed one hour in length and shall be scheduled as closely as possible to the middle of the shift.
- (b) An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked and compensated for as per the appropriate overtime articles in the Collective Agreement.

#### **14.6 Notice of Work Schedules**

- (a) Work schedules for regular employees shall be posted at least 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 days advance notice and the change results from causes within the Employer's control, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed.

#### **14.7 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.

### **ARTICLE 15 - OVERTIME**

#### **15.1 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.

#### **15.2 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 Clause, 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 this Agreement.

### 15.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) the scheduled daily hours; or
  - (2) the maximum daily hours for those employees on flextime; or
  - (3) the agreed averaging period.
- (b) Overtime shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

### 15.4 Recording of Overtime

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

### 15.5 Sharing of Overtime

Overtime work shall be offered equitably to qualified employees considering their availability and location.

### 15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half for the first two hours of overtime on a regularly scheduled work day; and
  - (2) double time for hours worked in excess of the two hours referred to in (1) above;
  - (3) double time for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

- (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 days pay, and shall receive additional compensation at the rate of double time for all hours worked.
- (c) An employee on travel status who is required to travel on Employer 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 shall be compensated either in cash or time off, or a combination of both, as provided in this Agreement.
  - (1) Accumulated overtime shall be paid in cash at the fiscal year-end or on such other date(s) as provided in this Agreement, or upon termination.
  - (2) If the employee elects to take compensatory time off, the Employer shall make every reasonable effort to schedule such time off by mutual agreement within sixty days from it being earned.
  - (3) If mutual agreement on the scheduling of compensatory time off cannot be reached within sixty days from it being earned, such unscheduled compensatory time off shall be taken in cash and the provision of (5) below shall apply.
  - (4) Where overtime earned is paid in cash the Employer shall make every reasonable effort to make payment by the end of the month following the month in which the overtime cash payment was requested.

### 15.7 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half 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 hour with pay will be given.

Overtime meal allowance shall be:

\$13.25 effective May 1, 2001

\$13.50 effective May 1, 2002

\$14.00 effective May 1, 2003

(b) If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.

(c) When an employee is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice<sup>1</sup> to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) 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.

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one benefit for each meal.

### 15.8 No Layoff to Compensate for Overtime

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

### 15.9 Right to Refuse Overtime

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.

### 15.10 Overtime for Part-time Employees

(a) A part-time 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 part-time 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.

### 15.11 Call-out Provisions

(a) *Call-out Compensation* - A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three hours at overtime rates. He/she shall be

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<sup>1</sup> Sufficient notice means one-half hour to permit preparation of the meal normally taken to work..

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.

(b) *Overtime or Call-out Which Does not Abut the Succeeding Shift:*

(1) When overtime or call-out is worked there shall be an elapsed time of eight hours between the end of overtime or call-out and the time the employee reports for duty on the next regular shift, with no shortfall out of his/her regular shift.

(2) If the elapsed eight hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

(c) Time spent by an employee travelling to work or returning to his/her residence before and after call-out shall not constitute time worked but shall be compensated at the overtime rate.

(d) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(1) above, then that portion of the shift shall be compensated at overtime rates.

(e) An auxiliary employee who is called back to work in a circumstance such that he/she would be entitled to overtime compensation for the time worked, shall also be entitled to the provision of (a) above.

## **ARTICLE 16 - PAID HOLIDAYS**

### **16.1 Paid Holidays**

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

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

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

### **16.2 Holidays Falling on Saturday or Sunday**

(a) For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

(b) Where there is a work dependency between employees covered by this Agreement and private sector employees, the parties may, by mutual agreement, amend (a) above.



### 16.3 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. The scheduling of such lieu day shall be subject to this Agreement.
- (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 double-time rate.

### 16.4 Holiday Falling on a Scheduled Work Day

- (a) An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday.
- (b) Lieu days accruing from statutory or designated holidays shall be taken immediately before or after the paid holiday, but in any event not more than two weeks from the date of the paid holiday. If the lieu day is not taken within two weeks, it shall immediately be scheduled on the vacation roster.

### 16.5 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.

### 16.6 Paid Holiday Pay

Payment for paid holidays 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 the 60 work days preceding a paid holiday, in which case he/she shall receive the higher rate. For employees who work in excess of seven hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420 working hours preceding a paid holiday.

### 16.7 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks notice is required for leave under this provision. Where two weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, unused vacation or lieu days.

## ARTICLE 17 - ANNUAL VACATIONS

### 17.1 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 who has received at least 10 days pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Work Days
First to fifth	20
Sixth to tenth	25
Eleventh and over	30

- (c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and deducted accordingly.
- (d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.
- (e) Up to seven years of continuous employment with the Public Service of BC will be recognized in calculating vacation years and determining vacation entitlement.

### 17.2 Vacation Earnings for Partial Years

During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. 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.

### 17.3 Vacation Scheduling

- (a) With the exception of authorized vacation carry-over under Clause 17.6, 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 additional leave 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) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.
- (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.

### 17.4 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 60 work days preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) Once per calendar year, upon 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 or in March for any pay periods that fall in April.

### 17.5 Approved Leave of Absence With Pay During Vacation

When an employee is in receipt of sick leave payments due to illness or injury and attendance at work would likely not have occurred, or on leave with pay in accordance with Clauses 19.1, 19.5, 19.7 and 19.8 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 days of returning to work.

### **17.6 Vacation Carry-over**

- (a) An employee may carry over up to 10 days' vacation leave per vacation year except that such vacation carry over shall not exceed 10 days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days' vacation leave into their first vacation year. 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 carry-over, nor as a seniority choice for the subsequent vacation year.

### **17.7 Call Back From Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of 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.
- (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.

### **17.8 Vacation Leave on Retirement**

An employee with a minimum five years seniority scheduled to retire and to receive a superannuation allowance under the Municipal Pension Plan or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

### **17.9 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 18 - SICK LEAVE PAYMENTS AND LONG-TERM DISABILITY**

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations and included as Appendix 1 – Sick Leave Payments and Long Term Disability.

## **ARTICLE 19 - SPECIAL AND OTHER LEAVE**

### **19.1 Bereavement Leave**

- (a) In the case of death 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 or including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.
- (b) Immediate family is defined as an employee's parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, 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, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one 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.
- (e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the compassionate leave as provided in (a) above, if any, may be taken at the ceremonial occasion.

## 19.2 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..... three days;
  - (2) attend wedding of the employee's child ..... one day;
  - (3) serious household or domestic emergency ..... one day;
  - (4) moving household furniture and effects ..... one day;
  - (5) attend his/her formal hearing to become a Canadian citizen .... one day;
  - (6) attend funeral as pall-bearer or mourner ..... one-half day;
  - (7) court appearance for hearing of employee's child..... one day;
- (b) Two weeks' notice is required for leave under (a)(1), (2), (4) and (5).
- (c) For the purpose of (a)(2), (3), (4), (5), (6) and (7), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(4), 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 work day, and if he/she has not already qualified for special leave under (a)(4) on two occasions within the preceding 12 months.

## 19.3 Family Illness

- (a) In the case of illness or hospitalization of a family member who resides with the employee, and when no one other than the employee can provide for the needs of the ill family member, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two days' paid 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.

## 19.4 Full-time 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 90 days;
- (b) for employees elected to a public office for a maximum period of five years.

### **19.5 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 at 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.

### **19.6 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.

### **19.7 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.

### **19.8 Learning and Development**

- (a) The Employer recognizes that the quality of its services depends on the competence and commitment of its human resources. Therefore, CEISS is committed to helping employees enhance and develop their knowledge and skills.
- (b) An annual performance and training plan will be developed by each employee and their supervisor which will identify both job training and upgrading requirements to meet business needs and prepare for promotional advancement.
- (c) Bargaining unit employees shall receive fair and equitable allocation of professional development and training resources.
- (d) The CEO, or designate, will approve all training plans in advance, their associated costs and any leave required, subject to budgetary constraints.

### **19.9 Elections**

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

### **19.10 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 reasonable circumstance. A leave of absence shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

### **19.11 Leave for Medical and 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 hours, the full-time absence shall be charged to the entitlement described in Clause 19.12. "*Medical and/or dental appointments*" include only those services covered by the B.C. Medical Services Plan, the Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

### **19.12 Maximum Leave Entitlement**

Leaves taken under Clauses 19.2, 19.3, 19.11 and 19.13 shall not exceed a total of 70 hours per calendar year, unless additional special leave is approved by the Employer.

### **19.13 Donor Leave**

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

## **ARTICLE 20 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE**

### **20.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to fifteen (15) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave alone or in combination with the leave period of 20.6 shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

### **20.2 Maternity Leave Allowance**

- (a) An employee, who qualifies for maternity leave pursuant to Article 20.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of:
  - (1) 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

### 20.3 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12 (7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 20.1 or following the adoption pursuant to Clause 20.5;
  - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child.
  - (3) the commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

### 20.4 Parental Leave Allowance

- (a) An employee, who qualifies for parental leave pursuant to Article 20.3, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause 20.2(b), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

Note: This parental leave allowance applies to all births and adoptions that occurred on or after December 31, 2000.

### 20.5 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to 7 weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

This leave may be taken intermittently and only for the purpose of:

- (1) attending mandatory pre-placement visits with the prospective adoptive child;
- (2) to complete the legal process required by the child's or children's country for an International adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (1) adoptions by a family member;
- (2) adoptions by the partner of a birth parent; and
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

#### **20.6 Maternity/Parental Leave During the Benefit Waiting Period**

Where an employee is entitled to and takes leave pursuant to 20.1 and/or 20.3 and is required by Employment Insurance to serve a two week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to 20.1 or 20.3 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

#### **20.7 Benefit Waiting Period Allowance**

An employee, who qualifies for and takes leave pursuant to Clause 20.3, shall be paid a leave allowance equivalent to 2 weeks at 85% of the employee's basic pay.

#### **20.8 Extension of Leaves**

Employees who are entitled to leave pursuant to Articles 20.1 and 20.3 or Articles 20.5 and 20.3 shall be entitled to an extended leave of up to an additional six months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken pursuant to Article 20.1, 20.3 or 20.5.

#### **20.9 Benefits Continuation**

- (a) For leaves taken pursuant to Articles 20.1, 20.3, 20.5 and 20.6 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 20.10 the Employer will recover monies paid pursuant to this clause.

#### **20.10 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 20.1, 20.3, 20.5 or 20.6 commenced unless he/she advised the Employer of his/her intent to return to work one month prior to the expiration of the leave taken pursuant to Article 20—Maternity, Parental and Adoption Leave or if he/she does not return to work after having given such advice.

#### **20.11 Entitlements Upon Return to Work**

- (a) Notwithstanding Articles 17.1(b) and 17.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 20.1, 20.3 or 20.5 providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 17.6.
- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.



(c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(d) Employees who are unable to complete the six months return to work required in (a) as a result of proceeding on maternity, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or adoption leave.

## **20.12 Maternity and/or Parental Leave Allowance Repayment**

To be entitled to the maternity and/or parental leave allowances pursuant to Article 20.2 and/or 20.4, an employee must sign an agreement that he/she will return to work and remain in the Employer's employ for a period of at least six months after his/her return to work.

Should the employee fail to return to work and remain in the employ of the Employer for a period of six months, the employee shall reimburse the Employer for the maternity and/or parental leave allowance received under Articles 20.2 and/or 20.4 above in full.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

### **21.1 Statutory Compliance**

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

### **21.2 Joint Occupational Health and Safety Committees**

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:

(a) An Occupational Health and Safety Committee shall be established and operate in accordance with statutory requirements. Worker representative(s) appointed by the Union shall not suffer any loss of basic pay for time spent attending a committee meeting, job site inspection, or accident investigation in accordance with the WCB Regulations.

(b) Copies of all minutes of committee meetings will be sent to the BCGEU office.

(c) Committee meetings and other committee business 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.

### **21.3 Unsafe Work Conditions**

A worker will not be subject to disciplinary action because he/she refused unsafe work that he/she had reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

### **21.4 Investigation of Accidents**

(a) Pursuant to Sections 3.6 and 3.8 of the Workers' Compensation Board Industrial Health and Safety Regulations, accidents shall be investigated jointly by at least one worker representative and one 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 Area Office.

### **21.5 Occupational First Aid Requirements and Courses**

(a) 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 Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(b) 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 the following allowance on the basis of the Level of certificate which they hold:

- Level 3 Occupational First Aid Certificate - \$40 per biweekly period;
- Level 2 Occupational First Aid Certificate - \$30 per biweekly period.

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the Level 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 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 10 work days in any month, he/she shall receive the full monthly allowance.

### **21.6 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 regular wages for the remainder of his/her shift.

### **21.7 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. Upon request, the Employer shall ensure that adequate arrangements are made for the employee to return to the job site or home, whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

### **21.8 Video Display Terminals**

(a) When a majority of an employee's daily work time requires monitoring video display terminals, such employees are entitled to 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 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) Employees who are required to operate VDTs on a continuous basis shall be entitled to periods of alternate activity to be scheduled by agreement at the local level.

(c) When a pregnant employee chooses not to monitor such video display terminals, 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.

### **21.9 Strain Injury Prevention**

(a) The Employer must identify factors in the workplace that may expose workers to a risk of musculoskeletal injury (MSI).

When factors that may expose workers to a risk of MSI have been identified, the Employer must ensure that the risk to workers is assessed.

(b) The Employer must ensure that a worker who may be exposed to a risk of MSI is educated in risk identification related to the work, including the recognition of early signs and symptoms of MSIs and their potential health effects.

The Employer must ensure that a worker to be assigned to work, which requires specific measures to control the risk of MSI, is trained in the use of those measures.

The Employer will provide the WCB pamphlet The Basics of MSI Risk Identification to employees, following its publication.

(c) The Employer must consult with the occupational health and safety committee, when so required by the Ergonomics (MSI) Requirements.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

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

(b) Upon receipt of a notice of technological change the Joint Committee established under Article 27–Joint Committee, shall meet to consult on the impact of the proposed change.

(c) The written notice identified in Subsection (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 Subsection (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 Clause 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 – Layoff and Recall.

(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 within the Employer's worksites in which the change occurs, 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–Layoff and Recall or Article 28–Auxiliary Employees, as appropriate.

(e) For purposes of this Article, "*Technological Change*" means:

(1) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business, or

(2) a change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material, that significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.

(f) The parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology. Accordingly, the parties agree, pursuant to Article 27 – Joint Committee, to meet to exchange information with respect to such changes at the request of either party.

### ARTICLE 23 - 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 regular employees, or prevents a laid off employee from returning from layoff.

### ARTICLE 24 - HEALTH AND WELFARE

#### 24.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.

#### 24.2 Extended Health Care Plan

The Employer's current practice with respect to the extended health plan shall be maintained.

#### 24.3 Dental Plan

The Employer's current practice with respect to dental plan coverage shall be maintained.

#### 24.4 Group Life

(a) The employer's current practice with respect to Group Life Coverage shall be maintained.

(b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.

(c) The group life plan shall include the following provisions for accidental dismemberment:

- |     |  |                             |
|-----|--|-----------------------------|
| (1) | loss of both hands or feet .....                       | the principal sum;          |
| (2) | loss of sight of both eyes.....                        | the principal sum;          |
| (3) | loss of one hand and one foot .....                    | the principal sum;          |
| (4) | loss of one hand or one foot and sight of one eye..... | the principal sum;          |
| (5) | loss of one hand or one foot.....                      | one half the principal sum; |
| (6) | loss of sight of one eye .....                         | one half the principal sum. |

(d) The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix 2 – Advance Payment of Group Life Benefits.

#### **24.5 Air Travel Insurance**

(a) In the event of death or disability incurred while travelling by aircraft on business of the Employer, regular employees will be covered by the terms and conditions of the Employer's blanket insurance policy. The existing benefits will not be decreased during the life of this Agreement.

(b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.

(c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first.

#### **24.6 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 1.

#### **24.7 Employee and Family Assistance Program**

(a) An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.

(b) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.

#### **24.8 Health and Welfare Plans**

(a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

(b) The Employer will consult the Union before developing any brochure explaining the highlights of the plans for distribution to employees.

(c) The cost of such a brochure shall be borne by the Employer.

#### **24.9 Designation of Spouse**

Where an employee has designated a common-law spouse for benefit coverage under this Agreement and the employee wishes to designate another common-law spouse, a period of 12 months must elapse before the newly designated common-law spouse (and eligible dependent(s), if any) are entitled to benefit coverage.

#### **24.10 Pension Plan**

All eligible employees will be covered by the Municipal Pension Plan.

**ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES****25.1 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their paycheque no later than four weeks after they commence employment. Terminating employees will receive their final pay within eight days of the end of their final pay period.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the pay cheque for each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.
- (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 pay day.

**25.2 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Clause 25.6.
- (b) The distribution of paycheques shall be done in such a manner that the details of the pay cheque shall be confidential.

**25.3 Substitution Pay**

An employee, who is designated by the Employer to substitute in a higher paying position and is performing the principal duties of the higher paying position, shall be entitled to be paid at the rate of salary of the higher paid positions.

**25.4 Rate of Pay on Reclassification or Promotion**

When an employee is reclassified or promoted to a higher paying position in the salary schedule, the employee will receive the start rate for the position provided that the start rate is a higher rate of pay. If the start rate of the new position is not higher than the rate previously paid, the first higher rate in the new position classification grid shall be paid.

**25.5 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.

**25.6 Downward Reclassification of Position**

- (a) An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee.
- (b) Any employee whose position classification is changed to one of a lower maximum salary through no fault of his/her own, shall receive 50% of the negotiated salary increase applicable to the employee's new classification. Such employee shall receive the full negotiated salary increase when the maximum salary of his/her classification equals or exceeds the salary which he/she is receiving.

**25.7 Vehicle Allowances**

Vehicle allowances for all distances travelled on Employer business shall be paid to employees required to 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 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 .42¢ per km effective May 01, 2001

Vehicle allowance shall be .43¢ per km effective May 01, 2002

Vehicle allowance shall be .44¢ per km effective May 01, 2003

## 25.8 Meal Allowances

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

Effective May 1, 2001:

Breakfast.....\$9.00

Lunch.....10.75

Dinner.....19.75

Effective May 1, 2002:

Breakfast..... \$9.25

Lunch..... 11.00

Dinner.....20.00

Effective May 1, 2003:

Breakfast..... \$9.50

Lunch.....11.25

Dinner.....20.25

## 25.9 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.

## 25.10 Child Care Expenses

(a) Where an employee is requested or required by the Employer to attend:

(1) Employer endorsed education, training and career development activities, or

(2) Employer sponsored activities,

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$50 per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$25 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the childcare.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

### **25.11 Lodging Allowance**

Employees on travel status who stay in non-commercial lodging shall be entitled to claim \$30 per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

## **ARTICLE 26 - CLASSIFICATION AND RECLASSIFICATION**

### **26.1 Job Descriptions**

- (a) The Employer agrees to supply the President of the Union or his/her designate with current job descriptions for those positions in the bargaining unit.
- (b) Copies of bargaining unit job descriptions, and those for any new or substantially altered positions (which shall be so marked) will be kept in a universally accessible binder in Human Resources.
- (c) All employees will be given a copy of their current job description when they commence employment.

### **26.2 Job Evaluation Plan**

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.

### **26.3 Classification and Salary Assignments and Dispute Resolution**

- (a) When a new or substantially altered position 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 position within ten days of their first meeting, or such other period agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union then may refer the matter within 21 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.

### **26.4 Classification Appeal Procedure**

- (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 15 days of the request.
- (c) If an employee still believes he/she is improperly classified following discussions with his/her supervisor, he/she may file a grievance at Step 2 in accordance with Article 8.
- (d) If it becomes necessary for a grievance to proceed to arbitration, the parties will meet to select a special classification arbitrator.



## ARTICLE 27 - JOINT COMMITTEE

### 27.1 Establishment of Joint Committee

There shall be established a Joint Committee composed of members equal in number, represented by the Employer and the Union to meet at the request of either party. The size of this Committee shall be one Union representative and one senior Employer representative. 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. Employees appointed to the Joint Committee shall be employees of CEISS.

### 27.2 Meetings of Committee

The Joint Committee shall meet at least once every 60 days or 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.

### 27.3 Chairperson of Committee

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

### 27.4 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 members or the Employer to any decisions or conclusions reached in their discussions.
- (b) In the event of any substantial re-organization which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.
- (c) The Committee shall also 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 28 - AUXILIARY EMPLOYEES

### 28.1 Auxiliary Employees

The Employer will make every reasonable effort to identify job vacancies and to fill those vacancies on a permanent basis. However, when auxiliaries are hired the following will apply:

- (a) An auxiliary employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.
- (b) Auxiliary employees are subject to the probationary period of 913 hours worked, of which 420 hours must be worked in a six (6) month consecutive period. If an auxiliary is appointed to a regular position prior to completing the probationary period, the probationary period must be completed as a regular employee. In this event, the remaining probationary period and the Trial Period of Clause 12.6 run concurrent. Auxiliary employees will be recognized as in-service applicants when applying for regular positions, after completing 420 hours worked.

- (c) In the application of (a) above, service seniority as defined in Clause 11.1 will be recognized.
- (d) Employees of placement agencies will not be used when there are qualified auxiliary employees available to perform the work, nor for appointments of greater than 30 days without the agreement of the Union. This agreement will not be unreasonably withheld.

## 28.2 Seniority

- (a) (1) For the purpose of layoff and recall and other seniority related provisions of this Agreement, an auxiliary employee who has worked in excess of 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 Clause 28.7;
  - (iii) annual vacation in accordance with Clause 28.8(a);
  - (iv) bereavement leave.
- (2) The total hours above shall be converted to a seven-hour shift to establish seniority.
- (3) Upon completing 30 workdays (seven-hour shifts), an auxiliary employee's seniority shall include the accumulated 30 workdays.
- (b) Auxiliary 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 service seniority list shall be posted in the seniority unit by March 31 and September 30. Upon request, a copy of the service seniority list shall be provided to the steward.

## 28.3 Loss of Seniority

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

- (a) he/she is terminated for just cause or rejected during the probationary period;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is on layoff for more than nine months, or
- (d) he/she is unavailable for, or declines, three offers of employment as provided in Clause 28.4.

## 28.4 Layoff and Recall

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a seniority unit as defined in this Agreement.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority, provided the auxiliary employee is qualified and able to carry out the work which is available.
- (c) Auxiliary employees hired pursuant to the Letter of Understanding #2, or for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Clause 28.3(a) upon completion of their project or program. The Employer will provide the Union with a copy of each appointment letter for employees hired under Clause 28.4(c), within 30 days of the appointment.
- (d) Auxiliary employees are responsible for advising the Employer, in writing, of their current phone number and address.
- (e) Auxiliary employees who are unavailable in the following circumstances, will not lose their auxiliary employee status:

- (1) absence on a WCB claim;
  - (2) maternity leave, parental leave or adoption leave;
  - (3) absence on bereavement as per Clause 28.5(b);
  - (4) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
  - (5) illness of, or inability to obtain child care for a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain childcare may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
  - (6) Union leave per Clause 2.10;
  - (7) jury duty;
  - (8) medical or dental appointments;
  - (9) approved leave under Clause 28.9;
  - (10) an offer of work which is less than 3½ hours duration;
- (f) Auxiliary employees subject to recall shall lose their service seniority and shall be considered terminated for just cause where they are unavailable for or decline work on three separate occasions<sup>2</sup> in the calendar periods between January 1st and December 31st inclusive.
- (g) (1) Auxiliary 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) Should an auxiliary 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.
- (h) Auxiliary employees that have limited their availability pursuant to this subsection, will not be offered blocks of work that include any day(s) and/or times, so limited.

### 28.5 Application of Agreement

- (a) Except as otherwise noted in this Article, the provisions of Article 11–Seniority, Article 13–Layoff and Recall, Article 16–Paid Holidays, Article 17–Annual Vacations, Article 18–Sick Leave Payment, Article 19–Special and Other Leave, Article 20–Maternity, Parental and Adoption Leave, and Article 24–Health and Welfare, do not apply to auxiliary employees. The provisions of other Articles apply to auxiliary employees, except as otherwise indicated.
- (b) Notwithstanding Clause 28.9(b) maternity and parental leave for auxiliary employees with less than 420 hours worked shall be in accordance with the Employment Standards Act.
- (c) Upon eligibility, Clause 24.10 Pension Plan applies.

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<sup>2</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.

## 28.6 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of 55¢ per working hour, up to a maximum of \$38.50 per biweekly pay period.

## 28.7 Designated Paid Holidays

- (a) Auxiliary employees shall be compensated for the paid holiday who have:
- (1) worked the day before and the day after a paid holiday; or
  - (2) worked 15 of the previous 30 days; or
  - (3) worked at least 105 hours at the straight time rate in the previous 30 days.

This clause shall not apply to employees who have been terminated and not on layoff status.

- (b) An auxiliary employee who is qualified under (a) to receive compensation for the paid holiday but does not work on the paid holiday, shall receive compensation for the day based on the following formula:

*straight time hours worked in the previous 30 calendar days divided by the straight time hours of work of a full-time employee for the same 30 calendar day period multiplied by the hourly rate multiplied by seven.*

- (c) An auxiliary who is qualified in (a) to receive compensation for the holiday and who works on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 16—Paid Holidays. The day off in lieu provided through the application of Article 16 shall be compensated on the basis of the formula in (b) above.

- (d) Auxiliary employees who work on the designated holiday, but do not meet the conditions of (a) above shall receive straight time for hours worked on the holiday.

## 28.8 Annual Vacations

- (a) Auxiliary employees will be entitled to receive vacation pay at the rate of four percent of their regular earnings. Auxiliary employees shall be paid their earned vacation pay on their biweekly pay cheques.
- (b) Auxiliary employees after six months from their date of hire, may elect to take a leave of absence without pay of up to 10 workdays, not to exceed 70 hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven workdays prior to the requested leave.
- (c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of employees and provided there is no increased cost to the Employer. The days need not be consecutive.

## 28.9 Leaves

Auxiliary employees are entitled to leave without pay for Clauses 19.1, 19.2, 19.3, 19.4, 19.5, 19.9, 19.11, 19.12, 19.13, and Article 20.

**ARTICLE 29 - GENERAL CONDITIONS****29.1 Political Activity**

*Municipal and School Board Offices:*

- (a) Employees may seek election to Municipal and School Board Offices, provided that:
  - (1) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an employee of CEISS;
  - (2) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the employee at CEISS.
- (b) Where the Municipal Council, the School Board or Committees of the Council or Board hold meetings during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (c) Where leave without pay is granted to attend Committee meetings, such leave shall be in accordance with Clause 19.10, and provided that such leave shall not exceed one-half shift per week.
- (d) The employee shall provide at least one week's written notice to the Employer.

**ARTICLE 30 - TERM OF AGREEMENT****30.1 Duration**

This Agreement shall be binding and remain in effect to midnight April 30, 2004.

**30.2 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 January 31, 2004, but in any event not later than midnight, April 30, 2004.
- (b) Where no notice is given by either party prior to April 30, 2004, both parties shall be deemed to have given notice under this Clause on April 30, 2004, and thereupon Clause 30.3 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 Chief Executive Officer (CEO) of CEISS.

**30.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 36.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

**30.4 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.

**30.5 Agreement to Continue in Force**

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

**30.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of ratification by the parties.

**MEMORANDUM OF AGREEMENT #1**

In the event CEISS establishes an office(s) outside of the Greater Victoria Area, the parties will enter into negotiations to establish collective agreement provisions, including relocation expenses, to address employee needs and management interests.

**APPENDIX 1**  
**SICK LEAVE PAYMENTS AND LONG TERM DISABILITY**

**Short Term Sick Leave Payments**

The Employer's current practice with respect to short-term sick leave payments shall be maintained.

**Long Term Disability**

The Employer's current practice with respect to long-term disability payments shall be maintained.

**APPENDIX 2**  
**ADVANCE PAYMENT OF GROUP LIFE BENEFITS**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.2 are as follows:

1. Death must be "*expected*" within 12 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing and should be accompanied by evidence of financial need.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$50,000, whichever is less.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries, as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.



**APPENDIX 3  
WAGE RATES AND CLASSIFICATION TITLES**

		<b>May 1, 2001</b>	<b>May 1, 2002</b>	<b>May 1, 2003</b>
Administrator I	<i>Step 1</i>	27,467	28,016	28,576
	<i>Step 2</i>	29,279	29,865	30,462
	<i>Step 3</i>	31,212	31,836	32,473
Administrator II	<i>Step 1</i>	35,270	35,975	36,695
	<i>Step 2</i>	37,632	38,385	39,153
	<i>Step 3</i>	40,154	40,957	41,776
Coordinator I	<i>Step 1</i>	35,270	35,975	36,695
	<i>Step 2</i>	37,632	38,385	39,153
	<i>Step 3</i>	40,154	40,957	41,776
Coordinator II	<i>Step 1</i>	41,616	42,448	43,297
	<i>Step 2</i>	44,487	45,377	46,285
	<i>Step 3</i>	47,556	48,507	49,477
Coordinator III	<i>Step 1</i>	47,556	48,507	49,477
	<i>Step 2</i>	51,123	52,145	53,188
	<i>Step 3</i>	54,957	56,056	57,177

**LETTER OF UNDERSTANDING #1  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN**

**A. Supplemental Unemployment Benefit Plan - Maternity Leave**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to BCGEU Agreement Article 20.1.
2. The maximum number of weeks for which SUB Plan benefits are payable is 15 weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

**B. Supplemental Unemployment Benefit Plan - Parental Leave**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to BCGEU Agreement Article 20.4.
2. The maximum number of weeks for which SUB Plan benefits are payable is 35 weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

**LETTER OF UNDERSTANDING #2  
CO-OP/UNDERGRADUATE STUDENTS**

The purpose is to establish the salary and working conditions for students hired under the Co-operative Education Training Program or the Youth Employment Program with CEISS.

The program will be restricted to persons registered in a recognized co-operative education or internship program at a post-secondary institution. The length of appointment for students under this Agreement will correspond to the requirements of their academic program. No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.

The hours of work shall average 35 hours per week and shall be consistent with the hours of work established for the work group to which the employee/student is assigned.

The rate of pay for such students shall be \$15.20/hour upon date of ratification. Increases in accordance with BCGEU public sector agreement.

An amount of \$37.80 will be paid biweekly in lieu of benefits. Additionally, 4% of basic pay will be paid as vacation pay.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
David Rees, CEO

\_\_\_\_\_  
Connie Neufeld, Bargaining Committee

\_\_\_\_\_  
Lari Mitchell, Manager, HR

\_\_\_\_\_  
Sheila Moir, Staff Representative

\_\_\_\_\_  
Philip Cameron, Manager, Business Dev.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.