

COLLECTIVE AGREEMENT

between the

LEGAL SERVICES SOCIETY

and the

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

Effective from September 1, 2000 to March 31, 2004

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DEFINITIONS

For the purpose of this Agreement:

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 B.C. on the 28th day of November, 1976.

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 her position. This does not include employees on a leave of absence.

Demotion means a change from an employee's position to one with a lower maximum salary.

Employee means a member of the bargaining unit and includes:

- (a) Regular employee meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
- (b) Casual employee meaning an employee who is employed for work which is not of a continuous nature or is for a term less than six (6) months such as:
 - (1) replacement of employees on vacation, sick, or other leave;
 - (2) positions created to carry out special projects or work which is not continuous;
 - (3) temporary positions as may be necessary to cover varying workload requirements.
- (c) A casual employee who is hired for a term in excess of six (6) months shall be considered a regular employee.

Fiscal Year means from April 1st of any year to March 31st of the following year.

Lateral Transfer refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.

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 work should become available, employees will be recalled in accordance with Article 12.

Leave of Absence With Pay means to be absent from duty with permission and with pay.

Leave of Absence Without Pay means to be absent from duty with permission but without pay.

Pay means rate of compensation for the job.

Promotion means a change from an employee's position to one with a higher maximum salary level.

Resignation means a voluntary notice by the employee that she is terminating her service on the date specified.

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.

Secondment means movement of an Employee from one position to another for a period of not more than six (6) months.

Termination is the separation of an employee from the Society for cause pursuant to Articles 10 and 11 of this Agreement.

Transfer refers to the movement of an employee from one geographic location to another.

Workday is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to improve the quality of the services provided by the Legal Services Society of British Columbia. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship based on mutual respect.

1.2 Future Legislation

In the event that any further 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 and/or Policies

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

1.4 Use of Feminine and Singular Terms

The feminine gender is used throughout this Agreement for the convenience only and by no means is intended to exclude male employees from the provisions herein. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

1.5 Human Rights Code

The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

1.6 Discrimination and Harassment Under the Human Rights Code

(a) Purpose

The Employer will, in co-operation with the Union, promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relates to any of the prohibited grounds contained in the B.C. Human Rights Code. 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 shall be defined as a course of conduct directed at a specific person that causes substantial distress and may include, but is not limited to, threats or intimidation, physical or sexual assault, deliberate gestures, comments, questions, innuendo, representations or other behaviour, jokes or slurs, or displays of offensive material, the consequence of which is the humiliation, alarm and/or abuse of another person.

Harassment can also include inappropriate or unwelcome focus or comments on a person's physical characteristics or appearance.

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 (i.e. social functions, conferences, training sessions, travel, over the telephone) provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under the B.C. Human Rights Code; however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the B.C. Human Rights Council or to the process specified in this the Harassment Policies and Procedures in this Agreement. In either event a complaint of harassment shall not form the basis of a grievance.

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.

(b) *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.

(c) *Complaint Procedure for Sexual and/or Personal Harassment*

(1) 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 of part of the proceedings on a "need to know" basis.

(2) Before proceeding to the formal complaint mechanism an employee who believes she has a complaint of harassment or discrimination may approach their supervisory personnel, Union steward or other contact person 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.

(3) If the matter is not resolved to the complainant's satisfaction, the employee will approach the first excluded level of management not involved in the matter or the Director of Human Resources, for assistance in resolving the issue, within six (6) months of the alleged occurrence or the last of a series of occurrences. The excluded manager or Director of Human Resources will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The excluded manager or Director of Human Resources will discuss the proposed resolution with the employee. The employee may have a Union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor or the Director of Human Resources.

(4) If the proposed resolution is not acceptable, the employee may refer the matter, in writing, through the Union, to the Chief Executive Officer (CEO) or designate within thirty (30) days of receiving the manager's or Director of Human Resources' response or when the response was due.

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

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

(5) The CEO, or 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 thirty (30) days or providing notice to the CEO or such later date as may be mutually-agreed by the Employer and the Union.

(6) Where the matter is not resolved pursuant to (5), the Union may refer the matter to a mutually-agreed upon third-Party Adjudicator. Both Parties will share any associated costs for the Adjudicator on a fifty-fifty (50/50) basis.

(7) Disciplinary action taken by the Employer which is consistent with the recommendations of the Adjudicator 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 Adjudicator may form the basis of a grievance which shall be filed directly at Step 3.

(8) If the Employer fails to act upon the recommendations of the Adjudicator 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.

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

(10) 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.

(11) The complainant will not be relocated without her agreement.

1.7 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.

Where the complaint is found to be frivolous, vindictive or vexatious an employee may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievances.

Procedures

(a) If there is an allegation of inappropriate use of managerial/supervisory authority, the employee will approach, within thirty (30) days of the alleged occurrence or last of a series of occurrences, their supervisor or the first level of excluded manager or Director of Human Resources not involved in the matter, for assistance in resolving the issue. The supervisor/manager or Director of Human Resources will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The supervisor/manager or Director of Human Resources will discuss the proposed resolution with the employee. The employee may have a shop steward present during these discussions.

(b) If the proposed resolution is not acceptable, the employee may, through the Union, refer the matter, in writing, to the CEO or designate within thirty (30) days of receiving the supervisor's/manager's or Director of Human Resources' response or when the response was due.

The written statement will provide full particulars of the allegation including:

- the name(s) of the individual(s) involved;
- the date(s);
- the wrongdoing which is alleged to have occurred;
- witnesses, if any; and
- an outline of the steps taken, if any, to resolve the matter in (a) above.

The CEO or designate shall provide the respondent with a copy of the complaint.

(c) The CEO or 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 in the allegation shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the CEO.

(d) Where the matter is not resolved pursuant to (c) above, the Union may refer the matter to a mutually-agreed upon third-Party mediator/adjudicator within thirty (30) days of receiving the CEO's response or when the response was due.

The mediator/adjudicator shall hear and determine any dispute between the Parties over interpretation, application or any alleged violation of this Clause. The hearing shall be conducted so as to give those involved a fair hearing. The mediator/adjudicator may admit any evidence deemed necessary or appropriate. The mediator/adjudicator may:

- (i) make findings of fact;
- (ii) decide if, on the facts, inappropriate use of managerial/supervisory authority has occurred;
- (iii) attempt to mediate a resolve;
- (iv) dismiss the complaint.

The decision of the mediator/adjudicator shall be final and binding and consistent with the terms of the Collective Agreement.

(e) Disciplinary action taken by the Employer which is consistent with the recommendations of the mediator/adjudicator shall not form the basis of a grievance. Disciplinary action taken by the Employer which exceeds the recommendations of the mediator/adjudicator may form the basis of a grievance which shall be filed directly at Step 3.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the Certificate issued by the Labour Relations Board of B.C. on November 28, 1976, except those in positions mutually excluded by the Parties as managerial and/or confidential.

Incumbents of new positions created by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of being covered by another bargaining unit as specified by the Labour Relations Board of B.C.

2.2 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 November 28, 1976, applies.

2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the

bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union or designate.

2.4 No Other Agreement

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

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards taking into account both operational and geographical considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

The steward or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as steward. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by management.

2.6 Bulletin Boards

- (a) 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 Union insignia of the Union.
- (b) **The recognized insignia** 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 Line

- (a) **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 Code of British Columbia Act. An employee failing to report for duty shall be considered to be absent without pay.
- (b) **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.
- (c) **The Employer agrees that it shall not request or require or direct employees** to perform work in progress that is currently being carried out by those on a strike or locked out.

2.9 Time Off for Union Business

(a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated; **or**
- (2) **to** elected or appointed representatives of the Union to attend to Union business, which requires them to leave their premises of employment; or
- (3) to employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee.

The employee will advise the Employer of **such a leave of absence** in writing as soon as practically possible.

(b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted:

- (1) to employees who are representatives of the Union on the bargaining committee to carry on negotiations with the Employer;
- (2) to stewards or their alternates, to perform their duties pursuant to Section 2.5;
- (3) to employees called to appear as witnesses before an Arbitration Board;
- (4) to attend Joint Union-Employer committee meetings.

(c) *Local Union Meetings*

The Employer agrees to allow employees to leave work at 3:30 p.m., four (4) times a year for the purpose of attending Union meetings without loss of pay. The Union agrees to notify the Employer of the dates of such meetings at least two weeks prior to the meeting. Minimal staff coverage shall be maintained.

(d) *Procedure*

It is understood that employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this Article shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of paragraph (1) of this section, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary, and other benefit costs, including travel time incurred.

2.10 Employer Facilities

The Union shall be provided with access to printing and duplicating facilities and agrees to reimburse the Employer the Society's costs of such printing and duplicating **and shall also be permitted to use the Society's electronic mail and Internet, subject to all Legal Services Society's policies.**

2.11 Union Shop Card

The Union agrees to furnish the Employer with at least one Union shop card for each of the Employer's places of operations covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.12 Notification of Staff Representatives

The Parties recognize the value of communication on an ongoing basis, and to this end, each Party will keep the other informed at all times of its staff representative responsible for labour relations matters.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on November 28, 1976, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after November 28, 1976, shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) days as an employee.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to November 28, 1976, 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 monthly 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 monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the monthly wages or salary of 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 **bi-weekly** and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names as well as classifications 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 section (a) or (b) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other 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 receipt shall be provided to the employee 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 regular monthly dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of her steward. Whenever the steward is employed in the same office area as the new employee, the employee's immediate supervisor will introduce her to her steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer except as this Agreement otherwise specifies.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

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

7.2 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of three (3) members of the Union together with the President of the Union or 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

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. Members of Union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate orderly, as well as the confidential, investigation of grievances, the Employer will make available to the Union representatives or stewards, temporary use of an office or similar facility.

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. In addition, the Employer shall make available to the Union member information submitted with each dues tape. The information will be provided in ASCII language and shall include the following: employee number, surname and first name, address, sex, birth date, job grade number and month-to-date dues.

7.5 Union-Employer Relations

The Union and the Employer recognize the mutual value of ongoing joint discussions and negotiations in matters pertaining to working conditions, employment, services and labour-management relations. To

this end, the Union bargaining committee and the Employer representatives agree that in the event either Party wishes to call a meeting under this clause, the meeting shall be held at a time and place fixed by mutual agreement. The Employer and the Union bargaining committee agree to meet for this purpose at reasonable intervals upon fourteen (14) days notice by either Party.

7.6 Joint Standing Committee

(a) The Parties agree to the establishment of a Joint Standing Committee composed of three (3) Union representatives and three (3) Employer representatives. All decisions of the committee shall be by majority vote. This committee may call upon additional persons for technical information or advice. The committee may establish ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) Purpose and Power

The committee shall have the power to make recommendations of an advisory nature to the bargaining principals on the following areas of concern:

- (1) jurisdictional areas, number of stewards and bulletin boards pursuant to Article 2.6 of this Agreement;
- (2) recommendations pursuant to Article 20 (Career Development) of this Agreement;
- (3) recommendations pursuant to Article 25 (Joint Job Evaluation) of this Agreement; and
- (4) such other matters referred to the committee by this Agreement.

(c) Meetings of the Committee

The Joint Standing Committee shall meet quarterly or at reasonable intervals at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for times spent on this committee or for investigating matters at any time at the direction of the committee. Meetings must be held no later than fourteen (14) days after the request has been given.

(d) Chairperson of the Committee

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

(e) Minutes

Minutes of the meeting of the Joint Standing Committee shall be kept and a copy shall be sent to the Union and the Employer.

(f) Recommendations of the Committee

Except as otherwise provided in this Agreement, if the Joint Standing Committee is unable to reach agreement on any issue referred to it under Article 7.6(b) of this Agreement, the issue under dispute shall be submitted to the bargaining principals who shall meet within thirty (30) days to attempt to resolve the dispute.

(g) Where the Joint Education and Training Committee or the Joint Health & Safety Committee is not composed of the same individuals as the Joint Standing Committee, it shall nevertheless be composed of two (2) Union and two (2) Employer representatives.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (c) The Employer will post notices identifying the positions and incumbents in each office who are the designated representatives at Steps 2 and 3 of the grievance procedure.

The procedure for resolving a grievance shall be the grievance procedure in this Article.

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 her steward present at such a discussion period. 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.

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 Section 8.4, must do so not later than thirty (30) days after the date:

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

8.4 Step 2

- (a) Subject to the time limits of Section 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;
 - (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

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union or designate may present a grievance at Step 3:

- (a) within fourteen (14) days after the decision has been conveyed to her by the representative designated by the Employer to handle grievances at Step 2;
- (b) within fourteen (14) days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3.

8.8 Failure to Act

If the President of the Union, or 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 further grievance.

8.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the President or her designate may inform the Employer of her intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received;
- (b) thirty (30) days after the Employer's decision is due.

8.10 Amending of 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. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

8.11 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of dismissal or notice of suspension.

8.12 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative 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. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

8.13 Policy Grievance

Where either Party to this Agreement disputes the general application, interpretation or alleged violation of this Agreement, the dispute shall be discussed between the bargaining principals within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9.

8.14 Technical Objections to Grievances

It is the intention 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.

8.15 Retroactive Settlements

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.13, shall be applied retroactively to the date of the occurrence or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a Board of Arbitration.

ARTICLE 9 - ARBITRATION

9.1 Notification

Where a difference arising between 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, notify the other Party within thirty (30) days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

9.2 Appointment of the Arbitrator

When a Party has requested that a grievance be submitted to arbitration it shall indicate in writing to the other party, within seven (7) days thereafter, its intention to submit the dispute to a single arbitrator, as listed in Appendix VI, or to another arbitrator mutually agreed upon.

9.3 Board Procedure

The arbitrator shall determine her own procedure in accordance with the Arbitration Act and shall give full opportunity to all Parties to present evidence and make representations. She shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of her first meeting.

9.4 Decision of Arbitrator

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

9.5 Disagreement of Decision

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

9.6 Expenses of Arbitrator

Each Party shall pay one-half of the fees and expenses of the arbitrator.

9.7 Amending Time Limits

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

9.8 Witnesses

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned Parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

9.9 Expedited Arbitration

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

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Collective 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) Grievances shall be submitted to a single arbitrator as listed in Appendix VI, or to another arbitrator mutually agreed upon.

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

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

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

(g) A grievance determined by either Party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to 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 Procedure

In the event that the Employer initiates disciplinary action against an employee which may result in her suspension or discharge, the procedure outlined herein shall be followed.

10.2 Dismissal and Suspension

The Chief Executive Officer may dismiss an employee for just cause. An excluded manager may suspend an employee for just cause. Notice of the dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension. Such notice may be delivered personally to the employee or mailed to her by registered mail at her place of employment or her home. The President of the Union shall be advised in writing, within five (5) working days, by the Employer of the reason for such dismissal or suspension.

10.3 Right to Grieve

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or dismissed shall be entitled to recourse under the grievance procedure, in accordance with Article 8 of this Agreement.

10.4 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and the adverse reports of performance evaluation. An employee shall be given a copy of any document placed on the employee's file. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.

Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of fifteen (15) months from the date it was issued provided there has not been a further similar infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of the employee, the existence of which the employee was not aware at the time of filing.

10.5 Burden of Proof

In cases of discipline, suspension and dismissal, the burden of proof of just cause in any arbitration hearing or grievance procedure as outlined herein shall rest with the Employer. In proceedings pursuant to this Article in cases of discipline, suspension or dismissal, the Employer shall not produce evidence other than evidence in support of the allegations outlined in the written notice to the employee.

10.6 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in her former position without loss of seniority and shall be compensated for all time lost in an amount equal to her normal earnings during the period of such suspension or discharge. Any additional compensation which is considered just and equitable in the opinion of the Parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board, may be made.

10.7 Personnel File

An employee, or the President of the Union or her designate, with the written authority of the Employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, upon giving seven (7) days' notice to the Employer.

However, if the personnel file is held at the same work location as the employee, the employee shall be entitled to review the personnel file within twenty-four (24) hours subject to staff availability.

Should an employee dispute an entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel file.

10.8 Right to Have Steward Present

- (a) An employee shall have the right to have 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 notify the employee in advance of the purpose of the interview in order that the employee may contact her steward. This clause shall not apply to 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 provided that this does not result in any undue delay of the appropriate action being taken.

10.9 Abandonment of Position

An employee who fails to report for duty for ten (10) consecutive workdays, without personally informing the Employer of the reason for her absence, will be presumed to have abandoned 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.

10.10 Employee Appraisal

- (a) When 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) Upon request, an employee shall have the right to have her steward present during the performance appraisal meeting.
- (c) The appraisal form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. 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.
- (d) An employee shall receive a copy of the employee appraisal at time of signing.
- (e) 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.
- (f) An employee shall have the right to request a formal appraisal at any time providing that at least three (3) months have elapsed since the last appraisal.
- (g) The formal appraisal form shall include a section that will enable the employee to make comments about her appraisal.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

(a) *Service Seniority* means an employee's length of service with the Employer. Employees shall be credited with service seniority as follows:

- (1) seniority as of June 30, 1988;
- (2) any seniority earned between July 1st, 1988 and the first day of the fiscal year immediately following the signing date of this contract; and
- (3) any seniority earned after the first day of the fiscal year immediately following the signing date of this contract.

(b) *Classification Seniority* means an employee's length of service in her present classification.

(c) When two (2) or more employees have the same service seniority date, the tie shall be broken by chance.

(d) Part-time employees shall earn seniority on a pro rata basis for all purposes.

11.2 Seniority List

The Employer shall maintain a service seniority list showing the date each employee commenced employment with the Employer. An up-to-date seniority list shall be sent to the President of the Union prior to the expiry of this Agreement.

11.3 Loss of Seniority

An employee shall not accrue seniority when on a leave of absence without pay for leave periods over thirty (30) consecutive days duration. An employee shall continue to accrue seniority if she is absent from work with pay. An employee shall lose her seniority only in event that:

- (a) she is discharged for just cause;
- (b) subject to Article 11.4 she voluntarily terminates her employment or abandons her position and does not revoke her voluntary termination within twenty-four (24) hours;
- (c) she is on layoff from continuous employment for more than one (1) year.
- (d) she is unavailable or declines recall into a regular position. One decline because of illness in one fiscal year shall be forgiven provided the employee provides a doctor's note.

11.4 Re-employment

A regular employee who resigns her position and within sixty (60) days is re-employed, **in a regular position**, shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

11.5 Seniority on Demotion

An employee who suffers demotion through no fault of her own or who takes a voluntary demotion shall have her classification seniority adjusted to include all service previously held in the lower classification together with all service in any higher classification(s).

11.6 Bridging of Service

If an employee terminates as a result of a decision to care for a dependent parent, spouse or child(ren), and is re-employed, upon application, 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 an employee with at least two (2) years of seniority at time of termination;
- (b) the resignation must indicate the reasons for termination;
- (c) the break in service shall be for not longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 12 - LAYOFF AND RECALL

12.1 Layoff

- (a) In the event of a layoff the bargaining principals shall meet to discuss the location, classifications and positions of employees which may be affected by the layoff.
- (b) In the event of layoff for continuous employees, such layoff shall occur in reverse order of service seniority within a classification in the layoff and recall unit affected.
- (c) An employee affected by a layoff may bump a junior employee in the same or lower classification within her layoff and recall unit, as outlined in Appendix III, provided she has the necessary qualifications to perform the job.
- (d) An employee may bump from one location within layoff and recall unit to another location within the same layoff and recall unit only if there are no junior employees in jobs for which she may be qualified, in her own work location.
- (e) An employee shall be given a reasonable amount of time on the job to acquire facility in the performance of the new job.
- (f) Within two (2) weeks of being given notice that she is to be laid off, or that she is being bumped by another employee, the employee shall advise the Employer that she wishes to exercise bumping rights under this clause and the new position she wishes to occupy.
- (g) In the event that an employee is not placed in a job via (c) and (d) above she shall have the option of taking priority over the most senior casual employee in either:
 - (1) her own location; or
 - (2) within her layoff and recall unit;

and commence her placement on the casual recall list as the casual employee with the most seniority in that office. This option must be exercised by the employee within two (2) weeks of the employee being placed in a job via (c) and (d) above.

12.2 Recall

Employees on layoff shall be recalled to continuous employment in order of service seniority providing they have the necessary ability, qualifications and experience for the job.

12.3 Application

The application of the layoff and recall procedures in Section 12.1 and 12.2 shall be applied on the basis of each geographic location as outlined in Appendix III.

12.4 Advance Notice

- (a) Employees with two years or more service seniority shall be given three (3) notice of layoff.
- (b) Employees with less than two years service seniority shall be given one (1) month notice of layoff.
- (c) If the employee has not had the opportunity to work the full notice period she shall be paid in lieu of work for that part of the notice period for which work was not made available.
- (d) Following such notice, employees so affected, who are seeking alternative employment, shall, subject to operational requirements, receive leave with pay to attend job interviews. The Employer agrees that such leave shall not be unreasonably withheld.
- (e) **In the event of a layoff as per Article 12.1, the Employer and Union agree that the Joint Education & Training Committee will work with regular employees who have greater than two (2) years of service, impacted throughout the layoff process in identifying employee skills, training options and training sources both in-house and external for staff development in assisting employees to obtain the necessary knowledge, skills and abilities through training initiatives to assist in placements. The Employer agrees to establish a training fund for the term of the eleventh (11th) BCGEU and LSS Collective Agreement in the amount of seven thousand and two hundred dollars (\$7,200).**

12.5 Notice of Recall

Notice of recall shall be made by telephone to the last telephone number of the employee known by the Employer, and by registered mail to the last address of the employee known by the Employer. A copy of the letter shall be sent to the President of the Union.

12.6 Salary on Recall

If the recalled employee returns to the same position which she left, then she shall receive no less than her former salary plus any increase negotiated by the Union for that position during the period the employee was laid off.

12.7 Current Address

It shall be the responsibility of the employee on the recall list to keep the Employer informed of her current address.

12.8 Benefits Continuation

Laid-off regular employees shall continue to have the Employer's share of the benefits paid to the end of the month following the month in which the layoff takes effect, as if they were still on active service, providing they advise the Employer in writing that they wish these benefits to continue and authorize deduction from their final pay out of the employee's share of these benefits for the period.

ARTICLE 13 - HOURS OF WORK

13.1 Regular Workweek

The regular workweek for employees shall consist of no more than five (5) consecutive days from Monday to Friday, inclusive.

13.2 Regular Workday

The regular workday for all employees shall be seven (7) hours per day exclusive of the meal period, or in the event that a modified workweek is initiated pursuant to Article 13.8 of this Agreement, the hours mutually-agreed upon to accommodate a modified workweek based on one hundred and five (105) hours over a three (3) week period.

13.3 Scheduling Hours

- (a) Subject to Clause 13.7, the regular workday shall be scheduled between 8:00 a.m. and 5:30 p.m. unless otherwise agreed to by the Parties.
- (b) Subject to agreement between the employee and her local supervisor, starting and finishing times may be scheduled in one of the following ways:
 - (1) by mutual agreement;
 - (2) unscheduled;
 - (3) unscheduled around a mutually-agreed core period;
 - (4) unscheduled within mutually-agreed entry and exit periods around a mutually-agreed core period.
- (c) The Employer agrees that permission for a flextime work schedule shall not be unreasonably withheld.

13.4 Clean-Up Time

Employees shall be allowed **up to** ten (10) minutes **as required** for clean-up purposes.

13.5 Rest Periods

- (a) All employees shall have two (2) fifteen (15) minute rest periods away from their workstations in each work period in excess of five (5) hours, one (1) rest period to be granted before and one after the meal period. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or at the end of the shift. Rest periods shall be taken without loss of pay to the employee.
- (b) Where an employee is unable to take a rest period (15 minutes a.m. and p.m.) due to circumstances which require her to continue in the performance of her duties, the employee shall be entitled to shorten her workday by the amount of time equivalent to the rest period or periods not taken. If the workday is not shortened the rest period time(s) not taken shall be converted to the applicable overtime rate and taken in paid time off.
- (c) Rest periods may be taken outside the times specified above only by mutual agreement between the employee and her supervisor.

13.6 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday. The length of the meal period shall not be less than thirty (30) nor more than sixty (60) minutes and shall be subject to agreement by the Parties at the local level.
- (b) An employee shall be entitled to take her meal period away from the workstation.
- (c) If the Employer requests than an employee remain at her workstation during the meal period, the meal period shall be considered as time worked and compensated for at the applicable overtime rate.

13.7 Flexible Work Schedule

The Employer and the Union recognize that certain employees have responsibilities which require them to **frequently work** outside their normal working hours. The Parties therefore agree that work schedules for employees engaged in such activities will be arranged on as flexible a basis as possible consistent with the welfare of the employees concerned and consistent with the following provisions:

- (a) Subject to Article 15, employees shall work seventy (70) hours in any fourteen (14) calendar day period. An employee shall not be required to work on a Saturday or a Sunday. If an employee initiates Saturday or Sunday work herself, it shall be counted towards the seventy (70) hours. If the employee is required by the Employer to work on Saturday or Sunday, it shall be considered overtime.
- (b) The regular workday shall consist of no more than nine (9) hours per day, including travel time.
- (c) Regular hours worked shall not exceed seventy (70) in a fourteen (14) calendar day period.
- (d) Hours worked in excess of nine (9) per day or seventy (70) in a fourteen (14) calendar day period shall be considered overtime and compensated accordingly.
- (e) Where employees covered by this clause are required to host consultants, contractors, or other non Legal Services personnel, in the course of their duties, they shall, subject to prior approval of their supervisors, be reimbursed for reasonable expenses upon production of receipts. Approval shall be granted in accordance with the entertainment policy of the Employer.
- (f) The employee shall obtain approval in advance to work overtime within the terms of this clause.
- (g) A schedule will be worked out in advance between the employee and her supervisor. Changes in the schedule are permitted only with the approval of the employee's supervisor.

13.8 Modified Workweek

Subject to agreement between the Parties at the local level, the standard five (5) day week may be modified in any of the following offices, namely Vancouver Head Office; Vancouver Services Office (Gastown) and Victoria.

The workweek may be modified in these offices in the following way and subject to the following provisions:

- (a) the workday shall be seven (7) hours and thirty (30) minutes in duration, exclusive of the meal period, with the extra time worked accumulated and;
 - (1) **scheduled by mutual agreement, at the local level, as a day off every three weeks, or**
 - (2) scheduled by mutual agreement, at the local level, as lieu days.
- (b) There shall be equitable rotation of the extra days off as mutually agreed at the local level.

- (c) For vacation purposes, employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
- (d) Any shortfall arising from designated paid holidays falling within this schedule shall be scheduled within the two-week period following the designated holiday.
- (e) Work shall be scheduled between the hours of 8:00 a.m. and 5:30 p.m. unless otherwise agreed to by the Parties.
- (f) Work schedule changes shall not result in increased cost to the Employer.
- (g) The Employer agrees that permission for a modified workweek shall not be unreasonably withheld.

ARTICLE 14 - OVERTIME

14.1 Definitions

- (a) "*Overtime*" means work authorized in advance by the Employer and performed by an employee in excess or outside of full-time, regularly scheduled hours worked.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half (1½) times the straight-time rate.
- (d) "*Double time*" means twice the straight-time rate.
- (e) "*Double time and one-half*" means two and one-half (2½) times the straight-time rate.

14.2 Overtime Entitlement

An employee shall be entitled to compensation at the applicable overtime rates for authorized overtime outside the full-time, regularly scheduled workday.

14.3 Recording of Overtime

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

14.4 Sharing of Overtime

Overtime work shall be allocated on an equitable basis within each classification.

14.5 Overtime Compensation

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

The computation 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 workday shall receive her regular day's pay and shall receive additional compensation at the rate of double time for all hours

worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.

(c) An employee on a flexible work schedule who is required to travel on the Employer's business shall be compensated at the applicable overtime rates for travel time, provided that the combination of work time and travel time is in excess of nine (9) hours per day or seventy (70) hours in any fourteen (14) calendar day period. The Employer may determine the means of such travel.

(d) The employee shall have the option of receiving cash for overtime or equivalent compensating time off in lieu of being paid. Time banked shall not exceed seventy (70) hours at any time; overtime banked in excess of seventy (70) hours shall automatically be paid in cash pursuant to (e) and (f) in this Article.

(e) If the employee elects to take compensating time off for overtime compensation, she shall within sixty (60) days schedule such earned time off. If this time is not scheduled within sixty (60) days, the payment will be made in cash.

(f) Any overtime due at year-end for that fiscal year shall be paid in cash within thirty (30) days of the fiscal year end or paid out prior to terminating employment.

(g) Overtime shall be calculated in fifteen (15) minute increments.

14.6 Overtime Meal Allowances

An employee who is required to work a minimum of two and one-half (2½) hours overtime before or after her scheduled hours of work shall be provided with a meal or shall be reimbursed in the amount of **thirteen dollars (\$13.00)**. A meal break of one-half (½) hour with pay at the overtime rate shall be given. This section shall not apply to an employee who is on travel status which entitles her to claim for lodging and/or meals.

14.7 No Layoff To Compensate for Overtime

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

14.8 Calculation of Overtime Rate

(a) For the purpose of calculating the hourly rate the employee's monthly rate shall be divided by 152.25 and multiplied by the applicable overtime rate.

(b) Should the hourly rate arrived at result in a fraction of one cent, it shall be taken to the next higher full cent before multiplying the applicable overtime rate.

14.9 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations that are beyond the Employer's control, without being subject to disciplinary action for so refusing.

14.10 Call-Out Provisions

An employee who is called back to work outside her regular working hours shall be compensated for a minimum of three (3) hours at the applicable overtime rates. She shall be compensated from the time she leaves her home to report for duty until the time she arrives back upon proceeding directly to and from work.

14.11 Rest Interval

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

14.12 Child Care Expenses Outside of Her Regular Workday

(a) Should an employee be required to be away from her home on the Employer's business outside of her regular workday, and the employee consequently incurs child care expenses, the Employer agrees to reimburse the costs of receipted child care expenses for the period over and above her regular workday where such expenses are incurred. Such reimbursement must be approved in advance of the expense being incurred. Such reimbursement shall only apply where no one else who would normally participate in the child care can provide the child care. The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and the name of the care giver/agency.

(b) Employees covered by Section 13.7 will have an annual limit of seven hundred (700) dollars per employee.

14.13 Review of Workload

The Employer agrees to review, at the request of the Union or employees, the workload of any employee or group of employees who consistently request(s) and/or logs overtime for the purpose of ascertaining whether or not the Employer should hire additional staff.

Disputes arising out of this Article shall be referred to the Joint Standing Committee.

14.14 Standby

(a) **Employees who stand by for a call to work between the end of a normal day shift on the first day of work in a normal work week as defined in clause 13.1 (excluding public holidays) and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of six (6) hours, or portion thereof, that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 14.10.**

(b) **Employees who stand by for a call to work at any other time shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of four (4) hours, or portion thereof, that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 14.10.**

(c) Employees on standby shall be provided with a pager or cellular telephone.

ARTICLE 15 - HOLIDAYS

15.1 Paid Holidays

The Employer recognizes the following 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	Four (4) hours on the last working day prior to Christmas Day
	Four (4) hours on the last working day prior to New Year's Day

Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Government for the locality in which an employee is working shall also be a paid holiday.

15.2 Holidays Falling on Saturday or Sunday

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

15.3 Holiday Falling on a Day of Rest

When a paid holiday falls on a full-time continuous employee's day of rest the Employer shall give the employee a lieu day off with pay on the first regularly-scheduled workday following the day of rest so affected. A part-time continuous employee shall be entitled to paid holidays on a pro rata basis.

15.4 Holiday Falling on a Scheduled Workday

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; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked plus a day off in lieu of the holiday.

15.5 Holiday Coinciding with a Day of Vacation

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

15.6 Casual Employees

- (a) A casual employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a holiday listed in Article 15.1 is entitled to a regular day's pay for the holiday.
- (b) A casual employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a holiday listed in Article 15.1 is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.
- (c) A casual employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a holiday listed in Article 15.1 is entitled to prorated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).

ARTICLE 16 - ANNUAL VACATION

16.1 Earning of Annual Vacation - First Partial Year of Employment

In the first partial year of employment, i.e., if an employee does not work the first complete fiscal year, vacation entitlement at the rate of one and two-thirds ($1\frac{2}{3}$) days of vacation per month worked shall be accumulated as earned to the employee's credit.

16.2 Earning of Annual Vacation - Full Fiscal Year of Employment

A full-time employee will have an annual vacation entitlement as follows:

<i>Vacation Years</i>	<i>Workdays</i>
First to fifth	20
Sixth	21
Seventh	22
Eighth	25
Ninth	26
Tenth	27
Eleventh	28
Twelfth	29
Thirteenth to nineteenth	30
Twentieth and thereafter	35

Employees engaged on a part-time basis, or employees to whom a leave of absence without pay, in excess of one (1) month has been granted to or employees who terminate before the end of any fiscal year shall be entitled to annual vacation under this clause on a pro rata basis.

16.3 Prime Time Vacation Period

Subject to the provisions of this article, it is the intent of the Parties that no employee shall be restricted in the time of year she chooses to take her vacation entitlement. However, all employees shall be allowed to take their vacation entitlement during the period May 1 to August 30, inclusive, which shall be defined as the prime time vacation period.

16.4 Vacation Preference

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within each work unit. Where an employee chooses to split her vacation, her second choice of vacation time shall be made after all other employees concerned have made their initial selection.
- (b) Regular vacation shall have priority over banked vacation time during the prime time vacation period.

16.5 Vacation Schedules

- (a) Vacation schedules will be circulated in each office between the 14th day of February and the 1st day of March immediately preceding the beginning of the fiscal year.
- (b) The employee's supervisor shall post the proposed vacation schedule no later than the 7th day of March immediately preceding the beginning of the fiscal year.

- (c) If an employee disagrees with the vacation schedule as posted by her supervisor, she must exercise her rights in regards to vacation entitlement under the Collective Agreement no later than the 21st day of March immediately preceding the beginning of the fiscal year.
- (d) An employee who transfers to another office or work location where the vacation schedule has already been completed will not be entitled to exercise her seniority for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (e) Where any of the time limits in this Article fall on a Saturday, Sunday, or a paid holiday, the time limit will be extended to the next working day.

16.6 Vacation Relief

Where vacation relief is required the Employer shall give regular employees the opportunity to substitute in higher paying positions, provided the employee is qualified to perform the duties of the job, and arrange for staff replacement at the lowest paying category.

16.7 New Employees

During the first six (6) months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation which has been earned. This agreement shall not be unreasonably withheld. If the fiscal year ends within an employee's probation period, then the employee shall be paid for all earned vacation in excess of ten (10) days.

16.8 Scheduled Vacations

Vacation schedules, once approved by the Employer shall not be changed, other than in cases of emergency, except by mutual agreement between employee and Employer.

16.9 Vacation Pay

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 her regular position for a majority of her regularly scheduled hours in the sixty (60) working days preceding her vacation, in which case she shall receive the higher rate.

16.10 Approved Leave of Absence With Pay During Vacations

When an employee is qualified for sick leave, bereavement, or any other approved leave with pay during her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually-agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of return to work.

16.11 Call Back From Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, she shall be reimbursed for all expenses incurred thereby by herself, in proceeding to her place of duty and in returning to the place from which 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 her place of duty and returning again to the place from which she was recalled shall not be counted against her remaining vacation entitlement.

16.12 Vacation Carry-Over

An employee may carry over up to ten (10) days vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of twenty (20) days which must be taken not later than the third consecutive vacation year. Employees shall not receive cash in lieu of vacation except upon termination and except as outlined in Article 16.13.

16.13 Cash Option

An employee shall have the option of exchanging five (5) days of her annual vacation for two (2) percent of gross salary earned during that fiscal year, which shall be paid:

- (a) at the end of the fiscal year (March 31); or
- (b) at such earlier time at which the employee chooses to take at least five (5) days of annual vacation.

The cash option shall be calculated on the following basis:

- (1) Employees who choose the cash option shall forfeit five (5) days of the annual vacation to which they are entitled under Article 16.2.
- (2) The cash option shall be calculated on the basis of gross salary earned during the fiscal year.

16.14 Vacation Credit Upon Death

Earned but unused vacation entitlement shall be made payable upon termination due to death, to the employee's estate.

ARTICLE 17 - SICK LEAVE**17.1 Sick Leave Entitlement**

A full-time employee shall earn sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of service in which pay was received for at least ten (10) days. Sick leave shall accumulate to a maximum of two hundred and fifty (250) days. A part-time employee shall be entitled to sick leave credits on a pro rata basis. Where an employee is absent from work because of illness or injury the employee shall be entitled to claim sick leave at her regular rate of pay for a maximum period equivalent to her accumulated sick leave credit.

17.2 Employee to Inform Employer

The employee shall inform the immediate supervisor as soon as possible of her inability to report to work because of illness or injury. The employee shall inform the immediate supervisor of the expected date of return to duty in advance of that date in order that relief staffing can be planned.

17.3 Sick Leave Application Form

An employee absent from work through illness or injury shall, within seven (7) calendar days from the initial day of absence and thereafter as requested, submit a fully completed sick leave application form. The Employer may request that a report from a qualified medical practitioner accompany the sick leave form if the absence is over seven (7) calendar days or where at least fourteen (14) calendar days have elapsed since the last form was submitted and the employee has been in receipt of sick leave benefits throughout that period. The Employer may also request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing. Any costs incurred for reports or

information other than the sick leave forms, shall be borne by the Employer. Such reimbursement will not exceed the fee guidelines of the B.C. Medical Association.

17.4 Deduction of Sick Leave

All absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) shall be charged against an employee's sick leave credits.

There shall be no charge against an employee's sick leave credit when her absence on account of illness or injury is less than **two (2) hours**. **Sick leave of two (2) hours or greater will be deducted time for time against sick leave credit in increments of one-half (½) hour.**

17.5 Ineligible for Sick Leave/Weekly Indemnity

Benefits will not be paid when an employee is:

- (a) on layoff;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on any leave of absence without pay.

17.6 Sick Leave Records

Upon request, an employee shall be advised of the balance of her sick leave credits.

17.7 Medical and Dental Appointments

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, time off for medical and dental appointments for employees or for dependent family members shall be permitted. Deductions shall be made from sick leave entitlement for medical and dental appointments, for an employee or for the dependent family members of an employee, only where such medical and dental appointments are in excess of two (2) hours duration.

17.8 Travel Time for Medical and Dental Care

Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

17.9 Weekly Indemnity

- (a) Employees shall be covered by Weekly Indemnity from the first of the month following the month in which the employee completes six (6) continuous months of employment.
- (b) The Employer agrees that **eligible** employees shall be covered by sickness indemnity for periods of illness which extend beyond the period of coverage provided by Article 17.1. After expiration of coverage provided by the above noted Article, the employee shall receive two-thirds ($\frac{2}{3}$) of her weekly

salary for each week of illness for a period not to exceed four months from the date of absence. The Employer may request a statement from a qualified medical practitioner to support an employee's claim for benefits under this article.

17.10 Transportation Due to Illness

When an employee takes ill at work, the Employer will pay taxi fare for the employee to travel from work to home, if necessary.

17.11 No Termination Due to Illness

No employee shall be severed or lose seniority benefits because of illness, except as noted herein.

ARTICLE 18 - SPECIAL AND OTHER LEAVE

18.1 Bereavement Leave

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

(b) Immediate family is restricted to: an employee's parent; former guardian; spouse; fiancé; common-law spouse; same sex partner with whom the employee resides; child; brother; sister; father-in-law; mother-in-law; or any other relative with whom the employee permanently resides.

(c) In the event of the death of an employee's grandparent, grandchild, aunt, uncle, 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) In addition to the leave allowed in (a) and (c), an employee may request special paid bereavement leave of one day to attend the funeral of a close friend or relative not listed in subparagraphs (b) and (c). Permission is required from the Human Resources for such leave. A request for leave under this subparagraph will not be unreasonably withheld.

(f) Where established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion. Such request is to be in writing and approved by the Employer. Approval shall not be unreasonably withheld.

18.2 Special Leave

An employee not on leave of absence without pay shall be entitled to special leave at her regular rate of pay for the following:

- (a) Marriage of the employee - three (3) days.
- (b) Attending wedding of employee's child - one (1) day.
- (c) Birth or adoption of the employee's child - one (1) day.
- (d) Serious household or domestic emergency - one (1) day.
- (e) Moving household furniture and effects - one (1) day.
- (f) Divorce hearing of employee - one (1) day.
- (g) Attending her formal hearing to become a Canadian citizen - one (1) day.

- (h) Attending funeral as pallbearer or mourner - one-half (½) day.
- (i) An employee shall be entitled to one (1) day per year to attend to personal business which requires her absence from work one (1) day. This leave is for purposes not contemplated or provided for by any other clause in the Agreement. Permission is required from Human Resources but only such explanation as is necessary to confirm the appropriateness of the purpose shall need to be given and such explanation shall remain confidential.

Two weeks' notice is required for leave under subsection (a), (b), (e), (f) and (g).

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

The Employer may grant special compassionate leave for reasons other than those set out in Article 18.2(i), at its discretion. Permission is required from Human Resources for special compassionate leave.

18.3 Full-time Union or Public Duties

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

- (a) for employees to seek election in a Municipal, Provincial or Federal election;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated, for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years.

18.4 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as 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 unless the employee chooses to take a vacation day.
- (c) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent in court by an employee in her official capacity shall be at her regular rate of pay.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

18.5 Elections

Any employee eligible to vote in a Federal, Provincial or Municipal Election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast her ballot.

18.6 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) 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 (2) weeks notice is required for leave under this provision. Where two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy day, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule unused vacation or banked overtime.

18.7 General Leave

(a) Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for an emergency or unusual situation. Such request is to be in writing and approved by the Employer. Approval shall not be **unreasonably withheld**.

(b) The Employer may grant a leave of absence without pay to an employee requesting such time to work in an election campaign.

(1) In the case of a Federal or Provincial election, such leave shall commence after the election writ is issued, and shall terminate no later than the day after the election.

(2) In the case of a Municipal election, such leave shall commence no earlier than one month before the election and shall terminate no later than the day after the election.

(3) Such leave shall be subject to operational requirements and shall not be **unreasonably withheld**.

(c) Definition of Child

Wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare or a child of a spouse, including the child of a common-law spouse, or a child to whom the employee stands in loco parentis.

18.8 Family Illness

In the case of illness of immediate family, as defined in Section 18.1, of an employee and when no one at the employee's home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying her supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.

18.9 Accumulation of Benefits

In all cases of leaves of absence without pay, of up to and including one (1) month, all benefits shall accumulate as though the employee was at work. When the leave of absence is for more than one (1) month, sick leave credits, seniority accumulation and health and welfare entitlements shall remain static, subject to Article 10.9. An employee who is absent from work, while collecting Workers' Compensation benefits or an employee who is on maternity leave, shall not be considered to be on leave of absence without pay, for the purpose of this Article.

18.10 Maximum Entitlement

Leaves taken under Article 18.1 (Bereavement Leave), 18.2 (Special Leave) and 18.9 (Family Illness) shall not exceed seventy (70) working hours per fiscal year, unless additional special leave is approved by the Employer.

ARTICLE 19 - MATERNITY, PARENTAL AND ADOPTION LEAVE**19.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to seventeen (17) 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 ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six (6) 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.

19.2 Maternity Leave Allowance

- (a) A regular employee who has passed her probation and who qualifies for maternity leave pursuant to Article 19.1, shall be paid a maternity leave allowance in accordance with the **Supplementary Employment Benefit (SEB) Plan**.

In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is in receipt of 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 **Employment Benefit (SEB) Plan**, the maternity leave allowance will consist of:
 - (1) Two (2) weeks at 85 percent (85%) of the employee's basic pay;
 - (2) Thirty-five (35) additional weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85 percent (85%) of the employee's basic pay.

19.3 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to **thirty-five (35)** consecutive weeks without pay. **Birth mothers who do not take maternity leave, birth fathers and adoptive parents will be allowed up to thirty-seven (37) consecutive weeks without pay.**
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the **thirty-five (35)** weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) 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 Article 19.1 or 19.5;
 - (2) In the case of a parent other than a natural mother, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.

19.4 Parental Leave Allowance

- (a) A regular employee who has passed her probation and who qualifies for parental leave pursuant to Article 19.3, shall be paid a parental leave allowance in accordance with the **Supplemental Employment Benefit (SEB) Plan**.

In order to receive this allowance, the employee must provide the Employer with proof that they have applied for and is in receipt of 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 **Employment Benefit (SEB)** Plan and subject to leave apportionment pursuant to Article 19.3(b), the parental leave allowance will consist of a maximum of **thirty-five (35)** weekly payments, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and 75 percent (75%) of the employee's basic pay.

19.5 Adoption Leave

Upon request and with appropriate documentation, a continuous employee is entitled to adoption leave without pay of up to seventeen (17) weeks following the adoption of a child.

19.6 Extension of Leaves

(a) Employees who are entitled to leave pursuant to Articles 19.1 and 19.3 or Articles 19.5 and 19.3 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Article 19.1, 19.3 or 19.5.

(b) Where an employee is entitled to maternity leave pursuant to Article 19.1 or adoption leave pursuant to Article 19.5, she shall be entitled to extend such leave by up to two (2) months by taking a leave of absence without pay. During this extension the employee shall be responsible for full payment of all premiums for medical, extended health, dental and group life.

If an employee acts to extend her leave pursuant to this Article, then Articles 19.9(b) and 19.8 shall apply but Article 19.9(a) shall not apply.

19.7 Benefits Continuation

(a) For leaves taken pursuant to Articles 19.1, 19.3, 19.5 and 19.6(a) 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 19.8 the Employer will recover monies paid pursuant to this clause.

19.8 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 19.1, 19.3, 19.5 or 19.6 commenced unless she advised the Employer of her intent to return to work one (1) month prior to the expiration of the leave or if she does not return to work after having given such advice.

19.9 Entitlements Upon Return to Work

(a) **Notwithstanding Articles 17.1 sick leave credits shall continue to accrue while an employee is on leave pursuant to Articles 19.1, 19.3 or 19.5 providing the employee returns to work for a period of not less than six (6) months.**

(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) Notwithstanding Articles 16.2 and 16.12, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 19.3, 19.5 and 19.1 and its waiting period providing:

- (1) the employee returns to work for a period of not less than six (6) months, and
- (2) the employee has not received parental allowance pursuant to Article 19.4, and
- (3) the employee was employed prior to April 11, 2001.

Vacation earned pursuant to this Article may be carried over to the following year, notwithstanding Article 16.12.

19.10 Maternity and/or Parental Leave Allowance Repayment

- (a) To be entitled to the maternity and/or parental leave allowances pursuant to Article 19.2 and/or 19.4, an employee must sign an agreement that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. If an employee leaves on another maternity/parental leave before the completion of the six (6) months, the remaining time unworked will be added on to the required six (6) months after the employee returns from the subsequent leave.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months, the employee shall reimburse the Employer for the maternity and/or parental leave allowance received under Articles 19.2, 19.4, 19.7 or 19.10(a) in full.

19.11 Supplementary Employment Benefit Plan - Maternity and Parental Leave

- (a) The objective of the Supplemental Employment Benefit (**SEB**) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to Articles 19.1 and 19.2 or approved parental leave pursuant to Articles 19.3 and 19.4
- (b) The maximum number of weeks for which **SEB** Plan benefits are payable for maternity leave is seventeen (17) weeks and for parental leave is **thirty-five (35)** weeks.
- (c) Employees do not have a right to **SEB** Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
- (d) The Employer will inform Human Resources Development Canada of any changes in the Plan within thirty (30) days of the effective date of the change.
- (e) 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.

ARTICLE 20 - CAREER DEVELOPMENT

20.1 Purpose

Both Parties recognize that an improved service to the public will result if employees acquire knowledge and skills relating to job functions and services available within the Society.

20.2 Joint Education and Training Committee

A Joint Education and Training Committee shall be established comprised of two (2) representatives of the Union and two (2) representatives of the Employer. The Joint Education and Training Committee may be the Joint Standing Committee. The Committee shall establish policy relating to educational leave and allowances, including the establishment of training programs, eligibility requirements and selection procedure.

Notwithstanding the generality of the foregoing, the Committee shall also establish:

- (a) skills, qualifications and training necessary to be considered for a paralegal position;
- (b) methods of evaluating the criteria necessary to be considered for a paralegal position;
- (c) appropriate courses to be offered to bargaining unit personnel;
- (d) criteria for access to courses;
- (e) criteria governing priority of employees for consideration for in-service and out-of-service training;
- (f) the priority that members of the bargaining unit should have in being considered for paralegal positions;
- (g) any other questions which relate to the attainment of paralegal status by members of the bargaining unit.

All decisions of the Committee shall be by mutual agreement. If the Committee is unable to reach agreement on any of the issues it is to consider, the issues may be submitted to the Joint Standing Committee

20.3 Education Leave and Allowances

- (a) Educational leave and allowances shall be granted to an employee pursuant to the policies established by the Joint Education and Training Committee outlined in Article 20.2, either with full pay, without pay or with partial pay.
- (b) An employee shall be granted educational leave with pay if the Employer requests that the education be taken. When such leave is granted the Employer shall bear the full cost of the tuition, entrance or registration fees, laboratory fees and required books. The Employer shall also reimburse the employee for her travelling subsistence and other legitimate expenses where applicable.

20.4 Leave for Employer-Sponsored Courses

- (a) Each employee shall receive notification of all courses provided by the Employer for bargaining unit members in time to apply for the course.
- (b) Criteria for participation in Employer sponsored courses shall be established by the Joint Education and Training Committee pursuant to Article 20.2.
- (c) Approval or disapproval of participation shall be given by the Employer within fourteen (14) days of receipt of the employee's request. If the request is not approved, the employee shall have the right to appeal that decision to the Joint Education and Training Committee.
- (d) Leave for taking Employer sponsored courses shall be with pay. The Employer shall bear the full cost of the course. The Employer shall also reimburse the employee for her travelling expenses where applicable.

20.5 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 except where leave to take the course has been granted without pay.

20.6 General Skill Upgrading

It is the intent of this Article that employees shall be encouraged through the granting of leave and provision of allowance to enroll in programs which will enable them to acquire additional skills.

20.7 Child Care Expenses for Education Leave and Employer Sponsored Course Leave

When on leave with pay pursuant to Article 20.3 or Article 20.4, the Employer agrees to cover the costs of receipted child care expenses incurred outside of the employee's regular workday.

ARTICLE 21 - SAFETY AND HEALTH

21.1 Conditions

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act or any other Statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

21.2 WCB Coverage

The Employer shall maintain WCB coverage for the employees in the bargaining unit.

21.3 Safety Committee

- (a) The Employer and the Union agree that policies and guidelines relating to Safety and Health shall be established by the Health and Safety Committee. Membership of the Committee will be as outlined in Section 4 of the WCB Industrial Health and Safety Regulations with two (2) BCGEU representatives on the Committee. The Committee will meet at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.
- (b) The Health and Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) The Employer agrees to provide the Committee with four (4) months' notice of plans to put into operation any equipment which may significantly affect the workplace environment.
- (d) The Committee shall also establish guidelines and policies regarding the workplace environment, including heat, air-conditioning, air quality, illumination and video display terminals. The Committee may undertake studies to monitor the workplace environment and investigate complaints received from employees.
- (e) Committee members shall suffer no loss of pay as a result of time spent in carrying out their duties. Travel costs for Committee members to attend meetings, training or conduct investigations shall be borne by the Employer.

21.4 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which does not meet the standards established pursuant to the Workers' Compensation Act as interpreted by:

- (a) a member of the Health and Safety Committee; or
- (b) a person designated by the Joint Standing Committee; or
- (c) a Safety Officer.

No employee shall be disciplined for refusing to work when confronted by a person who, in the employee's estimation, poses an immediate hazard to the employee's physical safety.

21.5 Injury Pay Provision

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

21.6 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.

21.7 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations, including travel between worksites, employees may be at risk of physical violence or verbal abuse from clients, including persons in care or custody, or the public.
- (b) Where such potential exists:
 - (1) employees at these worksites or in those work situations shall receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The local Occupational Health & Safety Committee or Union designated Safety Representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) Employees shall be informed **by their supervisor** concerning the potential for physical violence or verbal abuse from a client, including a person in care or custody, or another member of the public.
- (e) Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

21.8 Video Display Terminals

- (a) When a majority of an employee's daily work time requires monitoring video display terminals which use cathode ray tubes, then such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested the Employer shall grant leave of absence with pay.
- (b) Employees who are required to operate VDTs shall be entitled to an additional ten (10) minute break for each three and one-half (3½) hours of continuous work at a VDT. The breaks shall be scheduled by agreement at the Local level.

For the purposes of this section, the breaks may provide for either an alternate work assignment by the Employer or a ten (10) minute rest period.

- (1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.

- (2) 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.
 - (3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (c) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premium.
- (d) The Employer shall ensure:
- (1) that all new equipment has adjustable keyboards and screens;
 - (2) that new equipment meet the most stringent emission standards of the Federal Radiation Emitting Devices Act and other standards established by the Federal Health and Welfare, the B.C. Workers' Compensation Board, or the Provincial Ministry of Health;
 - (3) that any new office equipment required for use in conjunction with VDT's shall meet the standards recommended by the Workers' Compensation Board publication "*Working With Video Display Terminals*", or more stringent standards as adopted by the Workers' Compensation Board;
 - (4) the permanent Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that the standards in (2) above, and the lighting and other standards recommended by the Workers' Compensation Board publication "*Working With Video Display Terminals*" are being met, or more stringent standards as adopted by the Workers' Compensation Board; and
 - (5) no employee shall be required to work more than five (5) hours per day on a Video Display Terminal.

ARTICLE 22 - HEALTH AND WELFARE

22.1 Basic Medical Insurance

All regular employees may choose to be covered by the medical plan for which the British Columbia Medical Plan is the licensed carrier. The Employer shall pay 100 percent of the regular premium for all eligible employees.

22.2 Extended Health Care

The Employer will maintain in good standing the Extended Health Care Plan which is in existence at the time of this Agreement for which the Employer shall pay one hundred (100) percent of the monthly premium for all regular employees and their families. **The employee shall pay a thirty dollar (\$30) deductible per family per year effective April 1, 2001.** An employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes six (6) continuous months of employment.

22.3 Dental Plan

The Employer agrees to pay the dental premiums necessary to provide one hundred (100) percent of the carrier's scheduled coverage negotiated with the College of Dentists and Surgeons for "*Basic Procedures*", sixty (60) percent coverage for "*Restorative Procedures*", fifty (50) percent coverage for "*Orthodontic Procedures*", to a lifetime maximum of \$3,000.00 per patient. An employee shall be

eligible for coverage under this plan from the first of the month following the month in which the employee completes six (6) continuous months of employment, and successfully completes their probation period.

22.4 Group Life and Long-Term Disability

(a) Employees shall be covered by a mutually agreeable Group Life and Long Term Disability Plan for which the Employer shall pay one hundred (100) percent of the monthly premium. The Group Life Plan shall have benefits equivalent to twice an employee's annual salary.

(b) Employees shall be entitled to coverage pursuant to Section 22.4(a) while on LTD. Employees shall be entitled to coverage pursuant to Sections 22.1, 22.2, 22.3, 22.4(d) and 22.4(e) during the first two years that they are on LTD.

(c) Monthly benefit levels shall be equal to the sum of:

(1) sixty-six and two-thirds ($66\frac{2}{3}$) percent of the first \$1,900 of monthly earnings; and

(2) fifty (50) percent of the monthly earnings above \$1,900 to a maximum monthly benefit of \$2,400.

(3) For any member on LTD at the date of signing the Collective Agreement, there will be an annual cost-of-living adjustment, not to exceed five (5) percent as measured by Stats Canada for British Columbia, after a continuous period of twelve (12) months total disability beyond the completion of the waiting period.

(4) After the date of signing, any member going on LTD will have an annual cost-of-living adjustment, not to exceed five (5) percent, as measured by Stats Canada for British Columbia, after a continuous period of sixty (60) months total disability beyond the completion of the waiting period.

(d) The Group Life Plan shall include the following provisions for accidental death or dismemberment:

(1)	loss of life [in addition to coverage provided under (a)].....	Principal Sum
(2)	loss of both hands or both feet	Principal Sum
(3)	loss of sight of both eyes	Principal Sum
(4)	loss of one hand and one foot	Principal Sum
(5)	loss of one hand and one foot and sight of one eye	Principal Sum
(6)	loss of one hand or one foot.....	2/3 Principal Sum
(7)	loss of sight of one eye	2/3 Principal Sum
(8)	loss of one arm or one leg	3/4 Principal Sum
(9)	loss of thumb and index finger of one hand.....	1/3 Principal Sum
(10)	loss of speech and hearing	Principal Sum
(11)	loss of speech or hearing.....	1/2 Principal Sum
(12)	loss of hearing in one ear	1/6 Principal Sum
(13)	loss of use of both arms or both hands.....	Principal Sum
(14)	loss of use of both legs.....	Principal Sum
(15)	loss of one arm.....	3/4 Principal Sum
(16)	loss of use of one hand.....	2/3 Principal Sum

(e) In addition to the Group Life Plan and the Long Term Disability Plan, the Employer shall also maintain an insurance plan which provides for an additional death benefit of \$100,000.00 where the employee's death resulted from an air travel accident while on Employer's business.

(f) Upon recovery within two years of the date on which an employee became eligible for LTD, the employee shall be entitled to return to the position at which she was last employed. Thereafter, she shall be considered to be on layoff pursuant to Article 12.

(g) An employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes six (6) continuous months of employment.

22.5 Medical Examination

Where the Employer requires an employee to submit to a medical examination it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Section 17.4.

22.6 Employee Assistance Program

The Employer shall provide an employee assistance program. Any change to the current program shall be subject to negotiations between the Parties.

22.7 Pensions

The Employer agrees to enroll and participate in the Municipal Superannuation Plan.

22.8 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this Agreement is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually-agreed between the Parties.

22.9 Limitation of Liability

The Employer's liability under Article 22.4 is limited to the payment of the applicable premiums. The Employer is not the insurer. Article 22.4 is subject to the terms and conditions of the Plan.

22.10 Part-Time Employees

The Employer shall provide full benefits under Article 22 to all regular part-time employees working at least twenty (20) hours per week.

22.11 Same Sex Partners

In those plans referred to in Articles 22.2 and 22.3, there shall be provisions for the same sex partners of employees to be registered as employees' spouses for the purposes of benefit entitlement.

22.12 Market Limitations

All benefits provided for are subject to market limitations.

22.13 Health and Welfare

The parties agree only in the event the Employer intends to change any carriers, carrier selection shall be by mutual agreement, such agreement not to be unreasonably withheld. A change in carriers shall not result in any changes in the current level of health and welfare benefits.

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1 Definition**

"*Technological change*" means the introduction by an Employer of a change in its work, undertaking, or business, or a change in its equipment or material from that equipment or material previously used by the Employer in its work, undertaking, or business, or a change in the manner in which an Employer carries on its work, undertaking, or business, related to the introduction of that equipment or material.

23.2 Advance Notice

The Employer shall give four (4) months notice to the Union of the intended technological change which is likely to affect the terms and conditions, or security, of employment of employees.

23.3 Collective Bargaining

Within fourteen (14) days of the date of notice under Section 23.2 of this Article, the Union and the Employer shall commence collective bargaining for the purpose of reaching agreement as to the adjustment to the intended technological change.

23.4 Failure to Reach Agreement

If the Union and the Employer fail to agree as to the adjustment to the intended technological change, the matter may be referred by either Party to arbitration for determination.

23.5 Attrition Arrangements

- (a) If by reason of any technological change,
 - (1) the Employer is unable to provide work for any employee and additional knowledge and skill are not appropriate pursuant to Article 23.7, or
 - (2) an employee cannot meet job requirements upon completion of the training period pursuant to Article 23.7, the Employer shall pay lump sum severance pay.
- (b) In lieu of severance pay an employee who is laid off due to technological change may choose to exercise her rights as outlined in Article 12.
- (c) Severance pay shall be determined on the basis of one (1) week's pay at the employee's current rate of pay for each complete year of service.
- (d) Should employees be laid off without notice required by Article 12, they shall receive pay in lieu of notice additional to the severance pay required by this clause.

23.6 Income Protection

An employee who is displaced from her job by virtue of technological change will be given the opportunity to fill any vacancies existing, in accordance with the Job Posting procedures forming part of this Agreement. An employee may not receive both severance pay and a training period for work at a new position.

23.7 Training

Where technological change may require additional knowledge and skill on the part of the employee, such employees shall be given the opportunity to study, practice, and train to acquire the knowledge and skill necessary to retain their employment, provided the employee can qualify for the new position within a reasonable training period. The Employer agrees to pay the employee at her prevailing rate of pay during each training period.

23.8 New Employees

No additional employees shall be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 24 - PROMOTIONS AND STAFF CHANGES

24.1 Job Postings

- (a) Where a vacancy occurs or a new position is created inside the bargaining unit, and there are no employees eligible for recall as defined in Article 12.2, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices and on all bulletin boards for a minimum of one week so that all members will know about the vacancy or new position. If an office does not receive the posting at least one week prior to the closing, the steward shall notify the Employer and the closing date shall be extended for up to one week beyond the original closing date.
- (b) Vacancies of a temporary nature which are known to exceed six (6) months shall be posted within thirty (30) days.
- (c) For temporary vacancies of less than six (6) months, all qualified regular employees will be canvassed for their interest in the secondment or substitution opportunity.
- (d) Regular employees who substitute or are seconded into another position will have their former position protected.
- (e) When a new job class is created within the bargaining unit, its placement on the salary scale in Appendix I shall be in accordance with procedures outlined in the Joint Job Evaluation Manual in Appendix "V".
- (f) The provisions of Article 12 (Layoff and Recall) shall take precedence over the terms of this Article.

24.2 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, job class, salary and range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state *"This position is open to male and female applicants."*

24.3 Outside Advertising and Appointment Policy

- (a) Except for clause (d), vacancies for all positions in the bargaining unit may be advertised externally at the same time as internally.
- (b) Positions will be awarded on the basis of qualifications as determined by the Employer. The factors used to determine qualification shall be education, skills, knowledge, experience and years of continuous employment with the Society.
- (c) In the event that the qualifications of the external and internal applicants for a given position are similar, priority in appointment shall be given to the internal applicant.
- (d) Members of the bargaining unit shall have prior right to apply for positions as paralegals, as they arise in the bargaining unit, prior to such positions being advertised outside the organization.

24.4 Interview Expenses

- (a) An in-service applicant with at least four (4) years of seniority, who applies for a posted position and who is not on leave of absence without pay, shall have her authorized expenses paid for attending at a panel interview outside her geographic location, as defined in Appendix III.
- (b) Where a person as described in (a) has been called for a panel interview on her regularly scheduled workday, she shall be granted a leave of absence at her basic pay.
- (c) An employee who has been called for a panel interview under (a) shall notify her supervisor as soon as she is notified of her scheduled attendance at the interview.

24.5 Probation for Newly-Hired Employees

The Employer may reject any probationary employee for just cause. Any rejection during probation shall not be considered a dismissal for the purpose of Article 10.2 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in a position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to effect work performance. The probationary period shall be six (6) months **or may be extended up to a maximum of three (3) additional months by mutual agreement between the Union and the Employer.**

When an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 8 of this Agreement commencing at Step 3.

24.6 Transfers

It is understood by the Parties that the employees shall not be required to transfer from one geographic location as set out in Appendix III to another against their will.

24.7 Role of Seniority in Promotions and Transfers

The Parties hereto agree that promotion shall be on the basis of qualification and seniority; in the event that applicants for a given position are similarly qualified, the position shall be awarded to the applicant with the greater seniority in the bargaining unit.

24.8 Trial Period

Should any new positions that would fall within the bargaining unit be established by the Employer, the Employer agrees to follow the procedures and principles outlined in 24.1, 24.2, 24.3, 24.4, 24.5 and 24.6 in hiring for the position.

If an applicant is chosen from the bargaining unit to fill any vacancy, the applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be confirmed in the position after that period. In the event the successful applicant proves unsatisfactory in the position during the Trial Period, or if the employee is unable to perform the duties of the new position, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority. The Trial Period may be waived or extended up to a maximum of three (3) additional months by mutual agreement between the Union and the Employer.

24.9 Local Union Observer

The President of the Union or designate may sit as an observer on a selection committee for posted positions within the bargaining unit.

24.10 Notification to Employee and the Union

Within seven (7) calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit.

If the successful applicant is outside the bargaining unit, upon request, an unsuccessful bargaining unit applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

Upon request, unsuccessful applicants from within the bargaining unit shall be given the reasons why they were unsuccessful by personal interview with a member of the selection panel. Upon further request the applicants shall be supplied, within seven (7) days, with the reasons in writing. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

24.11 Right to Grieve

- (a) An employee may grieve the decision of the Employer at Step 3 of the grievance procedure in Article 8, within twenty-one (21) working days of being notified of the decision on promotion, demotion or transfer.
- (b) Where a grievance has been filed under this section, no permanent transfers or placements related to the position in question shall be made until the grievance is resolved.
- (c) Time limits under this clause may be extended by mutual agreement, but the same must be in writing.

24.12 Eligibility Job Competitions

If a new employee, who has not completed her probation, competes for a promotion, lateral move or demotion and is the successful candidate for the position, she shall serve a full six (6) month probation in her new position.

24.13 Employment of Students

The Parties agree that the Employer shall be entitled to employ students from time to time, through programs including government grants made available for that purpose, on the following conditions:

- (a) The student shall be considered to be a member of the bargaining unit except where the student is on an institution supervised unpaid practicum assignment.
- (b) The duration of the student's employment shall not exceed four (4) months.
- (c) Where a student is hired to carry out the principal duties of an existing position, the student shall be classified in accordance with that position and paid according to the rate established for a probationary employee filling that position. Students filling other positions will be paid at Step One (1) of Job Class One (1).
- (d) The Employer agrees not to assign work to a student which would result in the layoff of an employee, or would allow the Employer to keep an existing position vacant.
- (e) Notwithstanding any contrary provision in Article 27.1, the Parties agree that students employed according to this Article will be considered "*casual employees*" but will not accumulate seniority credits.

24.14 Job Sharing

The Parties agree to the following plan to allow job sharing:

- (a) Job sharing agreements must be by mutual consent of the Parties.
- (b) Instituting a job sharing unit must be on a voluntary basis by the present incumbent. The other member of the unit will be determined by the Employer with a primary consideration being compatibility. It is understood that job sharing units will not necessarily be posted and any employee seeking to be involved must make her interest known in writing to the Employer.
- (c) The two (2) incumbents of the job sharing unit must share wages, benefits and conditions as provided by the Collective Agreement to a combined maximum as if one employee occupied the position. Sharing of the benefits provided by Articles 22.1, 22.2, 22.3, and 22.4 shall be as follows:
 - (1) if either incumbent regularly works at least twenty (20) hours per week, she shall be entitled to those benefits. The other incumbent shall not be entitled to any such benefits or any payment in lieu.
 - (2) If either incumbent regularly works hours in addition to her job share for a combined total of at least twenty (20) hours per week, she shall be entitled to these benefits.
 - (3) If neither incumbent regularly works at least twenty (20) hours per week, each incumbent shall receive as additional salary a prorated share of the costs of those benefits for a continuous full-time employee in lieu of those benefits.
- (d) There must be no extra cost to the Employer as a result of a job sharing unit.
- (e) The scheduling for a job sharing unit must be done at the local level and the number of hours must average for the two (2) employees to half time on a monthly basis.
- (f) Where one incumbent is absent (sick, leave, vacation) the other member of that unit shall make every reasonable effort to cover such absence by working full-time.
- (g) *Discontinuing*
 - (1) The job sharing unit may be discontinued by the Employer or by mutual agreement of the two incumbents.
 - (2) Thirty (30) days notice of discontinuance must be given by the Employer or the two (2) incumbents.
- (h) *Upon termination*
 - (1) If the job sharing unit is terminated, the employee with the greater service seniority will be given the opportunity to work full-time. She has one (1) week to exercise her option under this provision. If she accepts, the lesser service incumbent will be immediately subject to the layoff and bumping provisions of this Agreement.
 - (2) If the incumbent with the greater service seniority refuses to accept the full-time position:
 - (i) she shall be laid off, subject to Article 12, as modified by this clause, and
 - (ii) the lesser seniority incumbent shall be offered the position to work full-time in that position. She has one (1) week to exercise her option under this provision.
 - (3) In the event that neither of the incumbents wish the full-time position, both incumbents shall be laid off, subject to Article 12, as modified by this clause.

(4) Notwithstanding Article 12.4, all employees, regardless of years of service seniority are entitled to thirty (30) days notice of layoff, if they do not accept the full-time position created as a result of the termination of the job share unit. Notice of layoff shall be deemed to have been given at the expiration of the one (1) week option under h)(1) of this Article.

ARTICLE 25 - JOINT JOB EVALUATION

25.1 Joint Job Evaluation Plan

(a) The Parties agree that the Gender Neutral Job Evaluation Plan developed by the Province of British Columbia and the B.C. Government and Service Employees' Union, as modified, is the Plan agreed to for Pay Equity/Job Evaluation for employees in the bargaining unit.

(b) There will be **twenty-one (21)** Job Class levels and the rating point bands will be in **forty-three (43)** point increments starting with a point scale range of zero (0) to one hundred and **seventy-one (171)** in Job Class one (1). Job Class two (2) will have a point scale range of one hundred and **seventy-two (172)** to **two hundred and fourteen (214)** and the remaining points will progress upwards by increments of **forty-three (43)** points to Job Class **twenty-one (21)**. The full band scale, and step progression intervals will be as in Appendix I.

(c) Each job class will have a **five (5)** step salary scale.

(d) The gender neutral Joint Job Evaluation Manual for job description and classification is contained in a separate booklet and is appended to this Agreement as Appendix "V". Its provisions, which may be amended from time to time by mutual agreement of the Employer and the Union, shall apply as if set forth in full herein.

(e) The Manual explains the preamble, purpose, definitions and the thirteen (13) factors for classifying positions, the agreed methods for describing and classifying the job, applying the job descriptions and job classes, maintaining the job descriptions and job classes and adjudicating disputes.

25.2 Joint Job Evaluation Committee

(a) All job evaluation and classification matters will be discussed by the Joint Job Evaluation Committee. Matters which cannot be resolved will follow the procedure for dispute resolution outlined in the Manual identified in 25.1(d);

(b) The Joint Job Evaluation Committee shall be comprised of an equal number of representatives of the Employer and the Union;

(c) The Committee shall be supplied with all the documentation, existing classifications and job descriptions as well as any other information relating to job evaluation, either existing or proposed.

25.3 Salary/Wage Scale

The salary/wage scale, job classes and the salary/wage rates shall be as set forth in Appendices I and II attached hereto and forming part of this Agreement.

25.4 Job Classification/Reclassification

(a) Positions classified under the Manual have been jointly analyzed and discussed by the Joint Job Evaluation Committee. The Committee has the responsibility to arrive at an agreement on each position's job evaluation and reasons for classification. The signatures of the Committee co-chairs confirm their agreement on each job classification. These decisions are arrived at jointly or with the assistance of a mutually-agreed upon third Party.

- (b) Where the Employer establishes a new position, the Committee will describe and classify the new position in accordance with the provisions of the Manual and a rate of pay in accordance with the salary scale and provisions of Appendix I.
- (c) When a new job class is created that is not included in the current Appendix I, the Bargaining Principles of the Employer and the Union will meet to reach a mutual agreement as to the salary range that will be assigned to the new job class.
- (d) Where there have been substantial duties added or deleted from an existing position, the Committee will review the classification of the position in accordance with the provisions of the Manual.
- (e) Should the Joint Job Evaluation Committee be unable to reach agreement on a job description, classification or reclassification, they will obtain a binding decision by adjudicating the dispute before the mutually-agreed upon Referee under the provisions of the Manual.

25.5 Job Evaluation Consultants

Nothing in this Agreement shall be interpreted as barring either Party to this Agreement from engaging consultants and/or advisors as representatives of either Party to the Joint Job Evaluation Committee.

25.6 No Reduction in Wages

No employee shall have her wages reduced because of any job evaluation program.

25.7 Employee Request for Job Description

On request from an employee, the Employer shall, within a reasonable time, supply the employee with a description of her current duties. The Parties recognize the value of consultation between the Employer and the employee affected in describing and changing her duties.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

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

26.2 Paydays

Employees shall be paid bi-weekly. When a payday falls on an employee's day of rest, the Employer agrees to issue the employee's paycheque after 3:30 p.m. on the last scheduled shift prior to the payday.

When a holiday falls on a regular payday the employee's paycheque shall be issued on the last scheduled shift prior to the payday.

26.3 Rates of Pay

- (a) Employees shall be paid in accordance with Appendix I.
- (b)
 - (1) **Effective April 1, 2001 a new five (5) step salary scale shall be introduced.**
 - (2) **Steps two (2) and four (4) will not apply to Employees hired prior to April 1, 2001, except where they are promoted or are substituting in a higher position.**

(c) New regular employees shall be paid at the first step of the job class for the position they were hired and shall move through the steps at the increment periods as set out in Appendix I, **except as outlined in 26.3 (c) (i).**

(1) Credit for additional years of relevant experience will be given as outlined below:

Job Class 1 to 3 - one (1) additional step for every additional six (6) months of relevant experience.

Job Class 4 to 7 - one (1) additional step for every additional nine (9) months of relevant experience.

Job Class 8 to 21 - one (1) additional step for every additional twelve (12) months of relevant experience.

(d) **Rate of pay for the supervisor shall be not less than one step above the maximum step in the range of the highest rated supervised position.**

26.4 Substitution Pay

When an employee substitutes in, or performs the principal duties of a higher paying position, she shall be paid at the step in the higher job classification which represents the nearest to eight (8) percent increase in salary from her own job. Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the job description.

26.5 Rate of Pay on Promotion

(a) Upon promotion to a higher job classification, an employee's salary rate will be the step in the higher job classification which represents the nearest to eight (8) percent increase in salary from her own job. Progression from step to step in the new job classification will be in accordance with the normal progression for the job classification as outlined in Appendix I and will be calculated from the effective date of the promotion.

(b) Where an employee performs a term greater than six (6) months, and then serves another term in the same position with a break of less than three (3) months, then the time worked shall be considered cumulative towards calculation of increment.

26.6 Rate of Pay on Reclassification

Upon reclassification of an employee's own position to a higher job classification, the employee's salary rate will be the step in the higher job classification which is nearest to eight (8) percent increase in salary from her own job. Progression from step to step in the changed job classification will continue on the original schedule. Where the increase falls equally between steps the rate shall be the highest step.

26.7 Pay on Temporary Assignment

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

26.8 Salary Protection

An employee shall not have her salary reduced by reason of:

(a) a change in the classification of her position; or

(b) placement in another position with a lower maximum salary that is caused other than by the employee.

The employee shall not receive negotiated salary increases until the salary of her new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of her classification, i.e., at the 100% salary rate for the classification.

That employee shall receive the full negotiated salary increases for the new classification thereafter.

(c) Such changes in classification or placement made pursuant to Article 12 and/or 28.7 are also covered by this Article.

26.9 Vehicle Allowance

(a) Mileage allowance for all miles travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.

(b) The allowance shall cover mileage to and from the employee's place of residence up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have her vehicle at work for use in the performance of her duties.

(c) The mileage rate shall be **forty (40) cents** per kilometre.

(d) The Employer agrees to pay the deductible portion of insurance for any claim arising out of an accident which occurs while an employee is required to use her own vehicle in the performance of her duties.

(e) Ownership of a personal vehicle shall not be a condition of employment.

(f) An employee who is in a position designated by the Society to travel in excess of six (6) days per month per insurance year on business shall, subject to the prior approval of the Director of Human Resources or designate, be reimbursed upon presentation of appropriate receipts and documents, one hundred percent (100%) of the annual incremental cost based on Safe Drivers Discount rates of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School).

26.10 Meal Allowances

Where meals are provided, no claim for meal allowances shall be accepted. Employees on travel status shall be entitled to meal allowance. Meal Allowance shall be paid at the following rates, and receipts are not required:

Meal	Allowance
Breakfast	\$ 9.00
Lunch	10.75
Dinner	19.75
Total	\$39.50

26.11 Transportation for Employees

The Employer agrees to pay the cost of taxi transportation of any employee required to travel to or from their home during the hours of 8:00 p.m. and 7:00 a.m.. Any employee who lives more than ten (10) km from the worksite and who does not have her own transportation is responsible for notifying the

supervisor of this fact when asked to work late overtime so that overtime taxi transportation may be avoided.

26.12 Cash Policy

Employees who handle cash funds will not be penalized financially for cash errors, provided the errors are of an accidental or clerical nature; deficits that result from failure to regard and follow policy directives from the Employer may render an employee subject to normal disciplinary measures.

26.13 Upgrading Qualifications

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

26.14 Relocation Expenses

Employees who move from one geographic location to another shall be entitled to receive expenses in accordance with Appendix IV.

26.15 Long Service Employees

The Employer will pay to all employees within the bargaining unit who have achieved fifteen (15) years service seniority, a one-time only lump sum bonus equivalent to five (5) percent of their gross regular salary earned in the preceding twelve (12) months.

26.16 First Aid Premium

Employees who are required by the Society to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Society as follows:

	Full-Time Employees	Regular Part-Time & Casual Employees
OFA Level I	\$ 60.00 per month	40¢ per hour
OFA Level II	\$ 76.00 per month	55¢ per hour

The Society will pay course fees for the OFA Level I and/or II course and recertification for employees who are required to have such certification and time off with pay to attend training.

ARTICLE 27 - CASUAL EMPLOYEES

27.1 Wage Rate

Casual employees shall be paid at the first step of the salary scale for the job class into which she is hired **in accordance with the rates of pay negotiated by the parties to this agreement, except as outlined in Article 26.3(a)(i).**

27.2 Health and Welfare

In lieu of benefits under Article 22, casual employees shall receive an additional hourly rate which shall be equivalent to the cost of basic medical and group life insurance for regular employees.

27.3 Annual Vacation

Casual employees shall not be entitled to accumulate vacation credits or sick leave credits, but shall be paid the equivalent of eight (8) percent of their earnings in lieu of vacation credits.

27.4 Appointment

A casual employee shall receive a letter of appointment clearly stating the employment status, rate of pay and expected duration of employment. A copy of the letter of appointment shall be forwarded to the steward.

27.5 Notification

A mutually-agreed-upon contact period shall be established at the local level. It is the responsibility of the casual employee to provide the Employer with a current phone number.

27.6 Seniority

(a) The Employer shall maintain a seniority list showing the date of first hire, last appointment date, present classification and total days and hours worked. A copy of this list shall be forwarded to the Union on February 1 of each year.

(b) A casual employee who has worked in excess of three hundred and four and one-half (304.5) hours within any fiscal year shall accumulate seniority as a casual employee in that office.

(c) Casual employees who become regular shall be credited with all seniority accrued as a casual.

27.7 Loss of Seniority

A casual employee will lose her casual seniority when:

- (a) she is terminated for just cause;
- (b) she voluntarily terminates or abandons her position;
- (c) she is not called in for casual employment for more than twelve (12) months;
- (d) she becomes a regular employee.

27.8 Layoff and Recall

(a) Recall to casual employment shall be in order of seniority in the office in which the seniority was accumulated, except as set out in Article 12.1(g), provided that the casual employee has the necessary ability, qualifications and experience for the job.

(b) Casual employees shall not have the benefit of layoff and recall provisions of **Article 12** of the Collective Agreement **except as set out in Article 12.1(g)**. These employees shall cease employment at the end of their fixed term of employment.

(c) The Employer shall notify casual employees who are to be laid off prior to the end of her employment assignment two (2) weeks before the date of the layoff or provide two (2) weeks pay in lieu of notice.

27.9 Regular Status

(a) A casual employee who is hired for a term in excess of six (6) months shall be considered a regular employee. Notice of layoff shall be deemed to have been given at the time of hiring. The employee shall be able to exercise all of her rights pursuant to the Collective Agreement.

(b) Casual employees who have worked 1827 hours in a fifteen (15) month period and who are employed for work which is of a continuous full-time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.

27.10 Applying on Regular Vacancies

Casual employees shall have the right to apply for any vacant position of a regular nature. In the event that the qualifications of external and internal casual applicants for a given position are similar, priority in appointment shall be given to the internal casual employee.

27.11 Time Spent in Casual Employment by Regular Employees

Time spent in casual employment by regular employees pursuant 12(1)(g) shall count as casual employment seniority and shall not accrue to service seniority pursuant to Article 11.

27.12 Probationary Period

If a casual employee is the successful candidate in a competition for a regular position, the employee will be on probation **as outlined in Article 24.5.**

27.13 Salary Protection

Article 26.7 (Salary Protection) extends to new employees hired longer than six (6) months, except if they are replacing regular employees who have been granted a leave of absence.

27.14 Part-Time Regular Employees

- (a) **Regular part-time employees may register to work additional casual hours in their own office in positions where they possess the necessary ability, qualifications and experience.**
- (b) **Casual work shall be shared between available regular part-time employees and available casual employees, taking into account operational requirements and relative seniority.**

ARTICLE 28 - GENERAL CONDITIONS

28.1 Parking

The Employer agrees to pay parking costs on behalf of an employee required to have her vehicle at work for use in the performance of her duties.

28.2 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

28.3 Indemnity

Except where a joint Union-Employer Committee consider that there has been flagrant or wilful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a Judgement against the Employer. If the Union and the Employer cannot agree as to whether there has been a flagrant or wilful negligence, either Party may put the matter to arbitration.

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

28.4 Political Activity

(a) Municipal and School Board Offices

Employees may seek election to municipal and school board offices provided that the duties of the municipal and school board office other than regular council or board meetings do not impinge on normal working hours as an employee of the Legal Services Society of British Columbia.

(b) Federal and Provincial Offices

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall upon request be granted leave without pay in accordance with Article 18.3 to engage in the election campaign. If elected, the employee shall be granted leave of absence. If not elected, the employee shall be allowed to return to her former position.

28.5 Copies of Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason the Employer shall print sufficient copies of this Agreement for distribution to the employees.

28.6 Contracting Out

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

28.7 Reorganization

The Parties agree that where there is a major reorganization/restructuring which results in redundancy, relocation or layoff, it shall be implemented in accordance with the following principles:

- (a) The Employer agrees to give the President of the Union or designate reasonable advance notice of a reorganization within the Society which will affect employees within the Bargaining Unit.
- (b) Within five (5) days of giving notice, and upon request, the Employer agrees to consult first with the Joint Standing Committee and then with the employees involved for the purpose of discussing the implications of such changes prior to the implementation of same.
- (c) Where a position has been identified by the Employer as one which will be affected by the reorganization, the incumbent(s) will be advised in writing by the Employer.
- (d) When any reorganization is planned, all positions covered by the Collective Agreement affected by the reorganization will be reviewed and graded by the Joint Job Evaluation Committee before reorganization is implemented.

28.8 Personal Duties

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Society. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or the Employer may take the matter to the Joint Standing Committee which will attempt to resolve the dispute.

28.9 Payroll Deductions

Upon request, an employee shall be entitled to have deducted from her salary assigned for the purchase of Canada Savings Bonds. Other deductions may be arranged by mutual agreement.

28.10 Public Transportation on Employer Business

When an employee is required to take a taxi or use public transportation on Employer business the Employer shall bear the full cost of the trip.

28.11 Personal Charge Accounts

No employee shall be required to have or use any personal charge account for the purpose of carrying out Society business.

28.12 Travel Advance

An employee required to travel more than twenty (20) kilometres from her worksite on Employer business may request and shall be entitled to receive a travel advance sufficient to cover the estimated amount of claimable expenses.

28.13 Expense Form

Expenses, claims and accounting of advances accompanied by appropriate receipts shall be completed by employees on a form provided by the Employer for this purpose. Expenses shall be submitted by the employee no later than thirty (30) days from when they were incurred.

28.14 Travel Accounts

Wherever reasonable and practicable, the Employer agrees to arrange for business accounts to be opened with appropriate transportation companies, hotels and other agencies, to reduce the necessity of staff carrying with them large quantities of cash while travelling on Employer business.

28.15 Volunteers

The Employer agrees not to assign work to volunteers if such assignment would result in the layoff of an employee, or would allow the Employer to keep an existing position vacant.

28.16 ICBC Claims

Employees who are reimbursed for lost wages by ICBC shall have the option of requesting that ICBC submit said payment to the Society and the Society will re-credit the employee's sick leave bank.

28.17 Key Word Index

The Parties agree to include a key word index in the Collective Agreement.

ARTICLE 29 - TERM OF AGREEMENT**29.1 Duration**

This Agreement shall be binding and remain in effect to midnight, **March 31, 2004**.

29.2 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 **December 1, 2003**, but in any event, not later than **midnight December 1, 2003**.
- (b) Where no notice is given by either Party prior to **December 1, 2003**, both Parties shall be deemed to have been given notice under this Section on **December 1, 2003**, and thereupon Section 29.3 of this Article applies.
- (c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notices on behalf of the Employer shall be given by the Chairperson of the Board of Directors.

29.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Section 29.2 of this Article, the Parties shall within fourteen (14) days after the notice was given, commence collective bargaining.

29.4 Changes in Agreement

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

29.5 Effective Date of Agreement

Unless otherwise specified, the provisions of the Agreement shall come into full force and effect on the date of ratification.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

George Heyman
President

Sandi Tremblay
Chair, LSS Board of Directors

Diane Brennan
Chair, Bargaining Committee

David S. Duncan
Chief Executive Officer & Executive Director

Marilyn Callaghan
Bargaining Committee

Harold V. J. Clark, CHRP
Chair, Bargaining Committee

Sheila Puga
Bargaining Committee

Noreen Finnerty
Bargaining Committee

Guy Pocklington
Regional Coordinator

David Govett
Bargaining Committee

Roland Kuczma
Bargaining Committee

Dated this _____ day of _____, 2001.

APPENDIX I - RATES OF PAY

- (1) Effective September 1, 2000, all wage rates shall be increased by twenty seven cents (27¢) per hour.
- (2) Effective April 1, 2001, all wage rates shall be increased by forty-three cents (43¢) per hour.
- (3) Effective April 1, 2002, all wage rates shall be increased by two and one-half percent (2 ½ %).
- (4) Effective April 1, 2003, an adjustment equal to one percent (1%) of the wage rate for each one percent (1%) increase in the Consumer Price Index for the twelve (12) month period preceding the date of adjustment (i.e. February 2002 Index to February 2003 Index) shall be added to and form part of the wage rates. The adjustment shall be prorated for increases in the Consumer Price Index of less than one percent (1%).

Should the Consumer Price Index in its present form and on the same basis as the Consumer Price Index Base become unavailable, the Parties shall negotiate an alternative formula. If agreement is not reached, the Parties shall request Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date.

In the event Statistics Canada does not issue the Consumer Price Index on or before the applicable Adjustment date, any adjustment required will be made during the first pay period after publication of the Consumer Price Index, retroactive to the applicable adjustment date. No adjustment shall be made because of any revision which may later be made in the published Consumer Price Index. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no adjustment.

- *"Consumer Price Index"* is the Consumer Price Index - British Columbia - all items (1992 = 100)
- *"Consumer Price Index Base"* is the Consumer Price Index for the month previous to the relevant calculated period.

**APPENDIX I - RATES OF PAY
As of September 01, 2000**

Job Class	Points	Step 1	Step 2	Step 3	Progression
1	Up to 199	\$26,232.45	\$27,828.39	\$29,523.29	6 months
2	200 - 249	\$27,007.73	\$28,651.74	\$30,397.69	6 months
3	250 - 299	\$27,806.47	\$29,500.01	\$31,298.55	6 months
4	300 - 349	\$28,628.67	\$30,373.19	\$32,225.88	9 months
5	350 - 399	\$29,475.35	\$31,272.37	\$33,180.81	9 months
6	400 - 449	\$30,348.56	\$32,199.72	\$34,165.66	9 months
7	450 - 499	\$31,248.28	\$33,155.23	\$35,180.41	9 months
8	500 - 549	\$32,183.72	\$34,148.67	\$36,235.45	12 months
9	550 - 599	\$33,128.33	\$35,151.85	\$37,300.83	12 months
10	600 - 649	\$34,151.49	\$36,238.45	\$38,454.81	12 months
11	650 - 699	\$35,122.62	\$37,269.79	\$39,550.10	12 months
12	700 - 749	\$36,165.17	\$38,376.99	\$40,725.94	12 months
13	750 - 799	\$37,249.53	\$39,528.58	\$41,948.94	12 months
14	800 - 849	\$38,347.16	\$40,694.27	\$43,186.91	12 months
15	850 - 899	\$39,484.57	\$41,902.20	\$44,469.74	12 months
16	900 +	\$40,658.71	\$43,149.14	\$45,794.00	12 months

.27¢ per hour increase effective September 1, 2000

APPENDIX I - RATES OF PAY
As of April 01, 2001

Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Progression
1	Up to 171	\$27,018.06	\$27,804.03	\$28,614.00	\$29,448.71	\$30,308.90	6 months
2	172-214	\$27,793.34	\$28,602.98	\$29,437.35	\$30,297.20	\$31,183.30	6 months
3	215-257	\$28,592.08	\$29,426.12	\$30,285.62	\$31,171.37	\$32,084.16	6 months
4	258-300	\$29,414.28	\$30,273.42	\$31,158.80	\$32,071.21	\$33,011.49	9 months
5	301-343	\$30,260.96	\$31,145.96	\$32,057.98	\$32,997.85	\$33,966.42	9 months
6	344-386	\$31,134.17	\$32,045.83	\$32,985.33	\$33,953.52	\$34,951.27	9 months
7	387-429	\$32,033.89	\$32,973.02	\$33,940.84	\$34,938.20	\$35,966.02	9 months
8	430-472	\$32,969.33	\$33,937.03	\$34,934.28	\$35,961.98	\$37,021.06	12 months
9	473-515	\$33,913.94	\$34,910.48	\$35,937.46	\$36,995.79	\$38,086.44	12 months
10	516-558	\$34,937.10	\$35,964.89	\$37,024.06	\$38,115.57	\$39,240.42	12 months
11	559-601	\$35,908.23	\$36,965.67	\$38,055.40	\$39,178.41	\$40,335.71	12 months
12	602-644	\$36,950.78	\$38,040.06	\$39,162.60	\$40,319.41	\$41,511.55	12 months
13	645-687	\$38,035.14	\$39,157.53	\$40,314.19	\$41,506.17	\$42,734.55	12 months
14	688-730	\$39,132.77	\$40,288.68	\$41,479.88	\$42,707.46	\$43,972.52	12 months
15	731-773	\$40,270.18	\$41,460.82	\$42,687.81	\$43,952.28	\$45,255.35	12 months
16	774-816	\$41,444.32	\$42,670.81	\$43,934.75	\$45,237.29	\$46,579.61	12 months
17	817-859	\$42,649.28	\$43,912.57	\$45,214.43	\$46,556.05	\$47,938.63	12 months
18	860-902	\$43,890.39	\$45,191.58	\$46,532.50	\$47,914.36	\$49,338.42	12 months
19	903-945	\$45,168.74	\$46,508.96	\$47,890.10	\$49,313.42	\$50,780.21	12 months
20	946-988	\$46,485.43	\$47,865.86	\$49,288.44	\$50,754.46	\$52,265.25	12 months
21	989+	\$47,841.63	\$49,263.47	\$50,728.73	\$52,238.73	\$53,794.84	12 months

.43¢ per hour increase effective April 1, 2001

APPENDIX I - RATES OF PAY
As of April 01, 2002

Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Progression
1	Up to 171	\$27,693.51	\$28,499.13	\$29,329.35	\$30,184.92	\$31,066.62	6 months
2	172-214	\$28,488.17	\$29,318.06	\$30,173.29	\$31,054.63	\$31,962.89	6 months
3	215-257	\$29,306.88	\$30,161.77	\$31,042.76	\$31,950.65	\$32,886.27	6 months
4	258-300	\$30,149.64	\$31,030.26	\$31,937.77	\$32,872.99	\$33,836.77	9 months
5	301-343	\$31,017.48	\$31,924.61	\$32,859.43	\$33,822.79	\$34,815.58	9 months
6	344-386	\$31,912.52	\$32,846.98	\$33,809.96	\$34,802.35	\$35,825.05	9 months
7	387-429	\$32,834.74	\$33,797.35	\$34,789.36	\$35,811.66	\$36,865.17	9 months
8	430-472	\$33,793.56	\$34,785.45	\$35,807.63	\$36,861.03	\$37,946.59	12 months
9	473-515	\$34,761.79	\$35,783.25	\$36,835.89	\$37,920.69	\$39,038.60	12 months
10	516-558	\$35,810.53	\$36,864.01	\$37,949.66	\$39,068.46	\$40,221.43	12 months
11	559-601	\$36,805.94	\$37,889.81	\$39,006.79	\$40,157.87	\$41,344.10	12 months
12	602-644	\$37,874.55	\$38,991.06	\$40,141.66	\$41,327.40	\$42,549.34	12 months
13	645-687	\$38,986.02	\$40,136.47	\$41,322.05	\$42,543.83	\$43,802.92	12 months
14	688-730	\$40,111.09	\$41,295.89	\$42,516.88	\$43,775.14	\$45,071.83	12 months
15	731-773	\$41,276.93	\$42,497.34	\$43,755.01	\$45,051.08	\$46,386.73	12 months
16	774-816	\$42,480.43	\$43,737.58	\$45,033.12	\$46,368.23	\$47,744.10	12 months
17	817-859	\$43,715.51	\$45,010.38	\$46,344.79	\$47,719.95	\$49,137.09	12 months
18	860-902	\$44,987.65	\$46,321.37	\$47,695.81	\$49,112.22	\$50,571.88	12 months
19	903-945	\$46,297.96	\$47,671.68	\$49,087.36	\$50,546.26	\$52,049.71	12 months
20	946-988	\$47,647.57	\$49,062.51	\$50,520.65	\$52,023.32	\$53,571.88	12 months
21	989+	\$49,037.67	\$50,495.06	\$51,996.94	\$53,544.69	\$55,139.71	12 months

2.5% increase effective April 1, 2002

APPENDIX II - JOB GRADES
Effective April 1, 2001 to April 1, 2003

Job Title	2000	Job Class Effective April 1,			Increment Frequency
		2001	2002	2003	
Mail Clerk	1				6 months
Switchboard/Receptionist	1		2		6 months
Data Entry Operator	2				6 months
Library – Distribution Assistant	2				6 months
Accounts Allocation Clerk	3				6 months
Administration Float	3				6 months
Audio Visual Library Clerk	3		4		6 months
Central Files Coordinator	3		4		6 months
Finance & Administration Assistant	3		4		6 months
Receptionist (incl. BO)	3		4		6 months
Secretary (incl. FCMP)	3		4		6 months
Secretary – Case Management & Disbursements	3		4		6 months
Admin Assistant – Library Program	4		5		9 months
Case Management Assistant	4		5		9 months
Facilities Assistant	4	5	6		9 months
Legal Secretary	4	5			9 months
Receptionist - Immigration & Refugee Law Clinic and Family Law Clinic	4		5		9 months
Accounting Data Control Clerk	5		6		9 months
Accounts Payable Clerk	5		6		9 months
Accounts Payable/Fixed Asset Clerk	5		6		9 months
Administrative Assistant, Client Services	5		6		9 months
Administrative Assistant	5		6		9 months
Coverage/Eligibility Assistant	5		6	7	9 months
Legal Secretary – Immigration Clinic	5	6			9 months
Legal Secretary/Student Centre Support Admin.	5	6	7		9 months
Library Information Technician	5	6	7		9 months
Publications Distribution Coordinator	5		6		9 months

Job Title	2000	Job Class Effective April 1,			Increment Frequency
		2001	2002	2003	
Senior Legal Secretary	5	6		7	9 months
Tariff Accounts Examiner	5		6		9 months
Training Assistant	5		6		9 months
Appeals Assistant	6	7			9 months
Audit Investigation Assist./Complaints Co-ord.	6	7			9 months
Immigration Appeals Assistant	6	7			9 months
Intake Legal Assistant	6			7	9 months
P.L.E. Assistant	6	7			9 months
Administration/Payables Coordinator	7	8			9 months
Assistant Investigator	7	8	9		9 months
Clinic Administrator	7	8			9 months
Data Control Analyst	7	8	9		9 months
Reciprocals/Intake Legal Assistant	7			8	9 months
Editor	8	9	10		12 months
Graphic Designer/Application Support	8	9			12 months
Senior Tariff Accounts Examiner	9	10	11		12 months
Communications/FOI Coordinator	9	10			12 months
Office Administrator (Vanc & Victoria)	9	10	11		12 months
User Support Analyst	9	10	11		12 months
Intake Supervisor	10	11	12		12 months
Payroll Administrator	10	11	12		12 months
Supervisor, Publishing Program	10	11	12		12 months
Disbursements Coordinator	11	12	13		12 months
Investigator Analyst	11	12	13		12 months
Paralegal	11	12	13	14	12 months
Paralegal/Office Administrator	12	13	14		12 months
Accounting Supervisor	13	14	15		12 months
Appeals Coordinator	13	14	15	16	12 months
Intake Fieldworker	13	14	15		12 months
Research Systems Analyst	13	14	15	16	12 months

Job Title	2000	Job Class Effective April 1,			Increment Frequency
		2001	2002	2003	
Application Support Analyst	14	15	16		12 months
Fieldworker	14	15	16	17	12 months
Librarian/Information Specialist	14	15	16	17	12 months
Supervisor, Tariff Processing	14	15	16	17	12 months
Technical Analyst	14	15	16		12 months
Administration Supervisor	15	16	17	18	12 months
Systems Programmer Analyst	15	16	17	18	12 months
Business Analyst I	16	17	18		12 months
Senior Programmer/Analyst	16	17	18	19	12 months
Supervisor, Computer Services	16	17	18	19	12 months
Systems Analyst	16	17	18	19	12 months
Technology Planner	16	17	18	19	12 months

APPENDIX III - GEOGRAPHIC LOCATIONS

For the purposes of Article 12, 24.4 and 24.5, the geographic location shall be as follows:

Lower Mainland -including offices in Vancouver, Vancouver Head Office, Burnaby, Surrey, Abbotsford and Chilliwack.

Victoria
Nanaimo
Campbell River/Courtenay
Kelowna
Kamloops
Nelson
Prince George
Williams Lake
Prince Rupert
Fort St. John
Dawson Creek
Smithers

If the Employer establishes offices in geographic locations not listed, the new location shall be added to the list.

APPENDIX IV - RELOCATION EXPENSES

1.1 Policy

Relocation expenses in this section (1) will apply:

Employee Promotions:

- (a) to employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location and where the move is as a result of the employee receiving a promotion or

Employer Initiated:

- (b) to employees who have to move from one headquarters or geographic location (except to moves within the Lower Mainland region) at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

1.2 Travel Expenses on Relocation Under 1.1 (a) and (b)

- (a) Initial trip to seek new accommodation. The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) calendar days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with this Agreement.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

- (b) Travelling expenses moving to a new location. The Employer shall provide reimbursement of travel expenses incurred during relocation for employees, and dependents, for the actual travel time, plus accommodation and meals up to seven (7) days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current provision of this Agreement.

Meals	--Adults - full rate
	--Children 12 and under - one-half (½) rate

Motel or Hotel	--on production of receipts
----------------	-----------------------------

Private lodging at old or new location	--at current rate
---	-------------------

- (c) Where dependent children of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for her dependents' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to 1.3, the employee will be reimbursed for her dependents' meals at the new location for a period of up to seven (7) days. The above allowances will be in accordance with the current allowances in this Agreement.

1.3 Living Expenses Upon Relocation at New Location

After the first seven (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) the Employer shall pay an employee not accompanied by dependents at the new location a living allowance of ten (10) dollars per day up to a maximum of thirty (30) days; or
- (b) the Employer shall pay an employee accompanied by dependents at the new location a living allowance of thirteen (13) dollars and fifty (50) cents per day up to a maximum of sixty (60) days; or
- (c) where an employee is receiving the payment in (a) above and is later joined by her dependents at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

1.4 Moving of Household Effects and Chattels

On relocation, the Employer shall pay for the following:

- (a) Moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos.
- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand (25,000) dollars.
- (c) Where necessary, insured storage, up to two (2) months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels.
- (e) When the employee is being relocated and opts to mover her own household effects and chattels the employee shall receive one of the following allowances:
 - (1) two hundred fifty (250) dollars for a move not exceeding a distance of two hundred forty (240) kilometres
 - (2) five hundred (500) dollars for a move which exceeds a distance of two hundred forty (240) kilometres.
- (f) Where the employee exercises an option pursuant to (e) above then the provision of (a) and (d) above shall not apply.
- (g) It shall be the responsibility of the employee to arrange for the moving of household effects and chattels under this section.
- (h) An employee shall advise the Employer in advance of her decision to exercise an option under (a), (b), (c) and (d) above and of the estimated cost of each option. The employee shall obtain three (3) written cost estimates of the expenses under this section and shall obtain approval

from the Employer before choosing a mover. The moving company shall invoice the Employer directly.

2.1 Employee Initiated

Relocation expenses in this section (2) will apply to employees who have to move from one headquarters or geographic location to another (except for moves within the Lower Mainland region) after completing their probation/trial period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location and where the move is as a result of the employee making a lateral move or a move to a lower pay grade.

(a) Expenses on Relocation Under 2.1:

On relocation under Section 2 of this Article, the Employer will pay for the following:

- (1) Moving of household effects and chattels up to 8,165kg including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos.
- (2) The employee shall obtain three (3) written cost estimates of the expenses under (a) and shall obtain approval from the Employer before choosing a mover. The moving company will invoice the Employer directly.
- (3) It shall be the responsibility of the employee to make moving arrangements for relocation under this section.
- (4) Under no circumstances shall the Employer reimburse any one employee more than fifteen hundred (1500) dollars per twenty-four (24) months under this clause.

APPENDIX V - JOINT JOB EVALUATION MANUAL

(See Appendment to this Agreement)

APPENDIX VI - ARBITRATORS

(1) Arbitrators pursuant to Article 9.2:

**Jim Dorsey
Heather Laing**

(2) Arbitrators pursuant to Article 9.9 (Expedited Arbitration):

**Joan Gordon
Brian Foley**

**MEMORANDUM OF UNDERSTANDING #1
ILLNESS, ABSENTEEISM AND RETURN TO WORK**

The Parties share a desire to decrease absenteeism rates and agree to jointly explore programs and processes to obtain that goal. Therefore, the Joint Standing Committee, pursuant to Article 7.6 shall:

a) Review and consider implementation of absenteeism and return to work programs such as, but not limited to, those offered by employee assistance programs which may be reasonably expected to have a positive impact on employee health and absenteeism rates.

b) Set a goal to reduce the overall BCGEU average absenteeism rate by one day per employee.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

George Heyman
President

Sandi Tremblay
Chair, LSS Board of Directors

Diane Brennan
Chair, Bargaining Committee

David S. Duncan
Chief Executive Officer & Executive Director

Marilyn Callaghan
Bargaining Committee

Harold V.J. Clark, CHRP
Chair, Bargaining Committee

Sheila Puga
Bargaining Committee

Noreen Finnerty
Bargaining Committee

Guy Pocklington
Regional Coordinator

David Govett
Bargaining Committee

Roland Kuczma
Bargaining Committee

Dated this _____ day of _____, 2001.

**MEMORANDUM OF UNDERSTANDING #2
RECRUITMENT, RETENTION AND WAGE COMPARABILITY**

The Parties recognize that there is a need to address specific classifications which have fallen behind market and such classifications have been difficult to recruit for or to retain employees in.

The Parties also recognize that such wage disparities will not be eliminated during the term of a single collective agreement.

To address this problem, the Parties agree to implement a wage comparability plan as follows:

1. Effective April 1, 2001, April 1, 2002 and April 1, 2003, a 1.8% market adjustment will be applied to implement the classification adjustments.
2. The bargaining team will meet and decide how the adjustments will be applied.
3. Wage comparability adjustments will be applied prior to implementing general wage increases.
4. Wage comparability adjustments, including retroactivity, will be paid to all employees in eligible classifications, including casual employees.
5. With the exception of Article 25.1(b), the Parties will attempt to maintain the integrity of the Joint Job Evaluation Plan.
6. Legal Services Society accepts the principle of comparability with the Government of the Province of British Columbia/BCGEU bargaining unit as part of the Wage Comparability Plan.
7.
 - a) Effective April 1, 2001 a new five (5) step salary scale shall be introduced.
 - b) Steps two (2) and four (4) will not apply to Employees hired prior to April 1, 2001, except where they are promoted or are substituting in a higher position.
8. Debbie Cameron retains jurisdiction in the event of any disputes for resolution.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

**George Heyman
President**

**Sandi Tremblay
Chair, LSS Board of Directors**

**Diane Brennan
Chair, Bargaining Committee**

**David S. Duncan
Chief Executive Officer & Executive Director**

**Marilyn Callaghan
Bargaining Committee**

**Harold V.J. Clark, CHRP
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Bargaining Committee**

**Noreen Finnerty
Bargaining Committee**

**Guy Pocklington
Regional Coordinator**

**David Govett
Bargaining Committee**

**Roland Kuczma
Bargaining Committee**

Dated this _____ day of _____, 2001.

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