

COLLECTIVE AGREEMENT

Between the

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 50**

And the

**BRITISH COLUMBIA SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS
VICTORIA BRANCH**

JANUARY 1, 2002 – DECEMBER 31, 2004

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
1.	DEFINITIONS	9
	1.01 Employee	
	1.02 Probationary Employee	
	1.03 Regular Employee	
	1.04 Employee Benefit Entitlement	
	1.05 Temporary Employee	
2.	MANAGEMENT RIGHTS	9
	2.01 Management Rights	
3.	RECOGNITION AND NEGOTIATION	10
	3.01 Bargaining Unit	
	3.02 Work of the Bargaining Unit	
	3.03 No Other Agreements	
	3.04 Right of Fair Representation	
	3.05 Union Officers and Committee Members	
4.	HUMAN RIGHTS	11
	4.01 No Discrimination	
	4.02 Sexual Harassment	
	4.03 Personal Harassment	
5.	UNION SECURITY	12
	5.01 All Employees to be Members	
6.	CHECK-OFF OF UNION DUES	12
	6.01 Check-off Payments	
	6.02 Deductions	
7.	NEW EMPLOYEES	12
	7.01 New Employees	
8.	CORRESPONDENCE	13
	8.01 Correspondence	
9.	LABOUR – MANAGEMENT COMMITTEE	13
	9.01 Establishment of Committee	
	9.02 Function of Committee	
	9.03 Meetings of Committee	
	9.04 Minutes of Meetings	
	9.05 Jurisdiction of Committee	

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
10.	LABOUR – MANAGEMENT BARGAINING RELATIONS	14
	10.01 Union Bargaining Committee	
	10.02 Meeting of Committee	
11.	RESOLUTIONS AND REPORTS	14
	11.01 Copies of Resolutions	
12.	GRIEVANCE PROCEDURE	14
	12.01 Settling of Grievances	
	12.02 Extension of Time Limits	
	12.03 Policy Grievances	
	12.04 Recognition of Union Stewards and Union Grievance Committee	
	12.05 Permission to Leave Work	
	12.06 Grievances on Safety	
13.	ARBITRATION	16
	13.01 Selection of Arbitrator	
	13.02 Arbitrator’s Procedure	
	13.03 Decision of the Arbitrator Board	
	13.04 Disagreement on Decision	
	13.05 Amending of Time Limits	
	13.06 Expenses of the Board	
	13.07 Expedited Arbitration	
14.	DISCHARGE, SUSPENSION AND DISCIPLINE	18
	14.01 Discharge and Discipline Procedure	
	14.02 May Omit Grievance Steps	
	14.03 Burden of Proof	
	14.04 Unjust Suspension or Discipline	
	14.05 Crossing of Picket Lines During Strikes	
	14.06 Personnel Records	
	14.07 Demotion as Discipline	
15.	SENIORITY	19
	15.01 Seniority Defined	
	15.02 Seniority List	
	15.03 Probation for Newly Hired Employees	
	15.04 Loss of Seniority	

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
16.	PROMOTIONS AND STAFF CHANGES	20
	16.01 Job Postings	
	16.02 Information in Postings	
	16.03 No Outside Advertising	
	16.04 Role of Seniority in Promotions and Transfers	
	16.05 Trial Period	
	16.06 Notification	
	16.07 Accommodation of Employees	
	16.08 On-the-Job Training	
17.	LAYOFFS AND RECALLS	23
	17.01 Seniority Recognition	
	17.02 Notice of Layoff	
	17.03 Bumping Procedure	
	17.04 Appraisal Period	
	17.05 Lieu of Notice	
	17.06 Layoff List Placement	
	17.07 Recall Rights	
	17.08 Notification Procedure – Recall to Regular Employment	
	17.09 Recall and Notification Procedure – Short Term Relief	
18.	HOURS OF WORK	25
	18.01 Regular Daily Hours	
	18.02 Regular Weekly Hours	
	18.03 Rest Periods / Meal Breaks	
	18.04 Lunch Schedule	
19.	OVERTIME	26
	19.01 Overtime Defined	
	19.02 Overtime Compensation	
	19.03 Compensation For Work on Days Off	
	19.04 Part-time Employees	
	19.05 Call-back Pay Guarantee	
	19.06 Time Off in Lieu	
20.	STATUTORY HOLIDAYS	27
	20.01 List of Holidays	
	20.02 Holidays on Days Off	

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
21.	VACATIONS	28
	21.01 Length of Vacation	
	21.02 Maximum Vacation	
	21.03 Compensation for Holidays Falling Within Vacation Schedules	
	21.04 Vacation Pay on Termination	
	21.05 Accumulation	
	21.06 Preference in Vacations	
	21.07 Vacation Schedules	
	21.08 Unbroken Vacation Period	
	21.09 Overtime Vacation Rate	
	21.10 Sick Leave During Vacation	
22.	SICK LEAVE PROVISIONS	30
	22.01 Sick Leave Defined	
	22.02 Amount of Paid Sick Leave	
	22.03 Accumulation of Sick Leave	
	22.04 Illness in the Family	
	22.05 Deductions From Sick Leave	
	22.06 Extension of Sick Leave	
	22.07 Sick Leave Records	
23.	LEAVE OF ABSENCE	32
	23.01 Negotiation Pay Provisions	
	23.02 Grievance and Arbitration Pay Provisions	
	23.03 Leave For Union Functions	
	23.04 Pay During Leave of Absence for Union Work or Conventions	
	23.05 Compassionate and Bereavement Leave	
	23.06 Time Off For Elections	
	23.07 Jury or Court Witness Duty	
	23.08 General Leave	
24.	MATERNITY, PARENTAL AND ADOPTION LEAVE	33
	24.01 Length of Leave	
	24.02 Notice Requirements and Commencement of Leave	
	24.03 Return to Work	
	24.04 Sick Leave	
	24.05 Benefits	
	24.06 Paternity Leave	

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
25.	PAYMENT OF WAGES AND ALLOWANCES	36
	25.01 Pay Days	
	25.02 Temporary Transfers – Higher Rated Job	
	25.03 Temporary Transfers – Lower Rated Job	
	25.04 Educational Allowance	
	25.05 Cash Shortages	
	25.06 Tools and Equipment	
	25.07 Severance Pay	
	25.08 Direct Deposit	
26.	JOB CLASSIFICATION AND RECLASSIFICATION	38
	26.01 Job Descriptions	
	26.02 No Elimination of Present Classifications	
	26.03 Changes in Classification	
27.	BENEFIT PLANS	38
	27.01 Pension Plan	
	27.02 Medical, Extended Health and Dental Plans	
	27.03 Group Life Insurance, A.D. & D. and Long Term Disability	
	27.04 Benefits Committee	
	27.05 Benefits While on Sick Leave, LTD and WCB	
	27.06 Same Sex Relationships	
28.	HEALTH AND SAFETY	40
	28.01 Workers’ Compensation Act	
	28.02 Union – Employer Health and Safety Committee	
29.	TECHNOLOGICAL AND OTHER CHANGES	41
	29.01 Technological Change	
	29.02 Retraining	
30.	JOB SECURITY	41
	30.01 Contracting Out	
31.	UNIFORM AND CLOTHING ALLOWANCE	41
	31.01 Union Made Clothing	
	31.02 Maintenance of Work Clothing or Uniforms	
	31.03 Annual Footwear Reimbursement	
32.	GENERAL CONDITIONS	42
	32.01 Proper Accommodations	
	32.02 Bulletin Boards	
	32.03 Communication to Members	

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
33.	TERM OF AGREEMENT	43
	33.01 Duration	
	33.02 Negotiations	
	33.03 Retroactivity	
	SIGNATURES	44
	SCHEDULE "A"	45
	LETTER OF UNDERSTANDING # 1	46
	Work Experience Students	
	LETTER OF UNDERSTANDING # 2	47
	Volunteers at "Wild ARC"	
	LETTER OF UNDERSTANDING # 3	48
	Volunteers at the BCSPCA Victoria Branch	
	LETTER OF UNDERSTANDING # 4	49
	Animal Welfare Officers' Hours of Work	

COLLECTIVE AGREEMENT

BETWEEN THE:

**BRITISH COLUMBIA SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS
(VICTORIA BRANCH)**

(hereinafter referred to as the "Employer")

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 50**

(hereinafter referred to as the "Union")

WHEREAS the Union has been duly certified under the Statutes of the Province of British Columbia;

AND WHEREAS it is the purpose of both parties to this Agreement:

1. To improve relations between the Employer and the Union and to provide settled and just conditions of employment;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service;
3. To promote the morale, well-being and security of all employees in the bargaining unit;

AND WHEREAS the right of the sick or injured animals to uninterrupted, skilful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this it is important that harmonious relations be continued between the Employer and its employees;

**NOW THEREFORE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS
FOLLOWS:**

ARTICLE 1 DEFINITIONS

1.01 Employee

“Employee” shall mean a person who is an employee as defined in the Labour Relations Code of British Columbia.

1.02 Probationary Employee

“Probationary employee” shall mean a person serving an initial trial period of six (6) calendar months from date of hire to determine suitability for employment as a “regular employee”.

1.03 Regular Employee

“Regular employee” shall mean an employee, full and part-time, who has successfully completed the probationary period and who is employed on a regular basis.

1.04 Employee Benefit Entitlement

Regular and probationary employees shall be entitled to all benefits provided by the Collective Agreement from date of hire except as otherwise provided.

1.05 Temporary Employee

“Temporary employee” is an employee who is employed on a temporary, irregular or casual basis either for indefinite short term relief or for a specific project or undertaking. Such employees shall however be paid in accordance with the appropriate job classification listed in the wage or salary schedules attached hereto and forming part of this Agreement, except where such employment for students is covered under a senior government assistance programme, in which case the rates of pay shall be negotiated.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management Rights

The Employer shall have the right to manage and direct the working force within the bargaining unit, subject to the terms of this agreement.

ARTICLE 3 RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 50 as the sole and exclusive collective bargaining agency for all of its employees save and except those excluded by the Labour Relations Code of British Columbia and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

3.03 No Other Agreements

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

3.04 Right of Fair Representation

The Union shall have the right at any time, upon reasonable notice, to have the assistance of representatives of the Canadian Union of Public Employees when dealing in matters relating to this Agreement or negotiating with the Employer.

3.05 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement including, but not limited to, the investigation and processing of grievances and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties during the employee's regular working hours, including work performed on various committees, shall be considered as time worked.

ARTICLE 4 HUMAN RIGHTS

4.01 No Discrimination

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, handicap, nor by reason of the employee's membership in the Union.

4.02 Sexual Harassment

- (a) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, workplace relationships or endangers an employee's employment status or potential.
- (b) Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- (c) Where the alleged harasser is the person whose work normally deals with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (d) No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a complaint of sexual harassment.

4.03 Personal Harassment

- (a) Personal harassment shall be defined as intentional comments and/or actions calculated to demean, humiliate or intimidate an individual.
- (b) Cases of personal harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- (c) Personal harassment of another employee in carrying out the duties or in the provision of their service in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor is unacceptable.
- (d) Where the alleged harasser is a person whose work normally deals with the first step of such grievances, the grievance will automatically be sent forward to the next step.

- (e) No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a complaint of personal harassment.

ARTICLE 5 UNION SECURITY

5.01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues, fees and/or assessments as may be determined from time to time by the said Union.

6.02 Deductions

The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made, such deduction to be remitted to the Union treasurer not later than the tenth (10th) day of the following month.

ARTICLE 7 NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties arising out of this Agreement incidental thereto shall pass to and from the Branch Manager and the Union Designate.

ARTICLE 9 LABOUR – MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees. The committee shall share the chair and secretarial duties.

9.02 Function of Committee

- (a) The Employer and the Union shall consult regularly during the term of the agreement about issues relating to the workplace that affect the parties or any employee bound by this agreement.
- (b) The purpose of the Labour-Management Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

9.03 Meetings of Committee

The committee shall meet at least every three (3) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

9.04 Minutes of Meetings

Minutes shall be kept of all meetings and shall be made available.

9.05 Jurisdiction of Committee

The committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of this Collective Agreement.

ARTICLE 10 LABOUR – MANAGEMENT BARGAINING RELATIONS

10.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members on the committee.

10.02 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

ARTICLE 11 RESOLUTIONS AND REPORTS

11.01 Copies of Resolutions

Copies of all rules and regulations adopted by the Board which affect the members of this Union are to be posted on all bulletin boards.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Settling of Grievances

Any differences concerning the interpretation, application or operation of this Agreement or any alleged violation thereof including any question as to whether any matter is arbitrable, shall be dealt with without stoppage of work in the following manner:

Step 1: Within ten (10) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with the Branch Manager. If the employee so desires, a shop steward may be present during discussion at this step.

Step 2: If no settlement is reached at Step 1, the Union shall submit the grievance, in writing, to the Regional Manager within ten (10) working days of the discussion provided at Step 1. The Regional Manager shall meet with the employee and shop steward, or other representative of the Union, within ten (10) working days of the Regional Manager's receipt of the grievance, in an attempt to reach a satisfactory settlement.

Step 3: If no settlement is reached at Step 2, the Union shall submit the grievance, in writing, to the Chief Operating Officer within ten (10) working days of the discussion provided at Step 2. The Chief Operating Officer shall meet with the Union representatives and employee within ten (10) working days of the Chief Operating Officer's receipt of the grievance, in an attempt to reach a satisfactory settlement.

Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, such request shall be to the other party, in writing, within ten (10) working days of the last meeting provided at Step 3.

12.02 Extension of Time Limits

The Union and the Employer may by mutual agreement, in writing or otherwise, extend the time limits mentioned above.

12.03 Policy Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of Article 12.01 may be bypassed.

12.04 Recognition of Union Stewards and Union Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union stewards. The steward shall assist any employee which the steward represents in preparing the employee's grievance in accordance with the grievance procedure. The Union shall notify the Employer in writing of the names of each Union steward and Union Grievance Committee members.

12.05 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes. The Union recognizes that each steward is employed full time by the Employer and that the employee will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor.

12.06 Grievances on Safety

An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in Step 2 of the Grievance Procedure for preferred handling.

ARTICLE 13 ARBITRATION

13.01 Selection of Arbitrator

Where either party has referred a grievance to arbitration, the parties must agree on a single arbitrator, or failing such agreement, the Director of the Collective Agreement Arbitration Bureau, established under the Labour Relations Code of British Columbia, shall appoint a single arbitrator.

13.02 Arbitrator's Procedure

The arbitrator may determine their own procedure in accordance with the Labour Relations Code of British Columbia and shall hear the parties and settle the terms of the question to be arbitrated and make their award within thirty (30) days of its first meeting.

13.03 Decision of the Arbitrator Board

The Arbitrator shall deliver their award in writing to each of the parties, giving reasons for the decision and the award shall be final and binding on all parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which the arbitrator 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.

13.04 Disagreement on Decision

Should the parties disagree as to the meaning of an arbitrator's decision either party may apply to the arbitrator for clarification.

13.05 Amending of Time Limits

The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties.

13.06 Expenses of the Board

Each party shall share equally the cost and expenses of the arbitrator.

13.07 Expedited Arbitration

- (a) The parties may, by mutual agreement, refer to this Expedited Arbitration process for any outstanding grievance filed at Arbitration.
- (b) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (c) An Expedited Arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter, with the exception of discipline which may remain on an employee's file.
- (d) All settlements of Expedited Arbitration cases prior to hearing shall be without prejudice.
- (e) Notwithstanding (a) above, either party may remove from the Expedited Arbitration process any matter at any time prior to the hearing and forward the matter through the Arbitration process established pursuant to Article 13.01. In such an event, time limits shall not act as a bar to the grievance proceeding to Arbitration.
- (f) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of Authorities during their presentations.
- (g) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (h) Neither party shall appeal a decision of an Expedited Arbitration.

ARTICLE 14 DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Discharge and Discipline Procedure

At the time of discipline or discharge an employee shall be given the reason in the presence of their steward or Union representative, if the employee so desires. Such employee and the Union shall be notified in writing by the Employer with full disclosure of the reason for such discipline or discharge, unless the employee concerned requests otherwise.

14.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12 of this Agreement. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

14.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

14.04 Unjust Suspension or Discipline

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable by mutual agreement of the parties hereto, or by the decision of a Board of Arbitration if the matter is referred to such a Board.

14.05 Crossing of Picket Lines During Strikes

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action other than loss of wages for the period involved.

14.06 Personnel Records

- (a) Upon reasonable notice an employee shall have the right, upon reasonable notice, to have access to and review their personnel records.
- (b) Any information placed on the employee's personnel record that may be considered to be adverse towards the employee shall be provided to the employee at the same time it is entered onto their personnel record so that the employee may respond, in writing, and have their response become part of their employment record. Nothing in this clause prevents an employee from filing a grievance over any matter that is being filed or is filed on their personnel record.
- (c) An employee shall have the right to request copies of any material contained on their personnel record.

14.07 Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 15 SENIORITY

15.01 Seniority Defined

For purposes of this Agreement, seniority shall be defined as the length of an employee's employment from the date of last hire in a regular position. Regular part-time employees shall accumulate seniority on the basis of their hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on Workers' Compensation benefits, the LTD qualification period and while receiving LTD benefits, union leaves, jury and court witness duty, leave for education and training purposes, and all other leaves. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

On call personnel will be credited at one-third (1/3rd) of their on call hours. When a regular part-time or on-call employee becomes a regular full time employee their hours worked will be converted to a date of hire.

15.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in March of each year.

15.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the time period as defined in Article 1.02. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period seniority shall be effective from the original date of employment.

15.04 Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer. An employee shall only lose seniority in the event:

- (a) An employee is discharged for just cause and is not reinstated.
- (b) An employee resigns.
- (c) The date and time to report may be extended by a maximum of five (5) working days upon the approval of the employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the employer permit.
- (d) An employee is laid off for a period longer than twelve (12) months.

ARTICLE 16 PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- (a) When a new position is created or when a vacancy occurs, the Employer shall post notice of the position in the Employer's offices and on all bulletin boards for a minimum of seven (7) days so that all members will know about the vacancy or new position.

- (b) Temporary vacancies shall not be posted under this Article, save and except that temporary vacancies which are foreseen to exceed one (1) month shall be posted.

16.02 Information in Postings

Such notice shall contain the following information:

- Nature of position,
- Qualifications,
- Required knowledge, education and skills,
- Shift and hours of work,
- Wage or salary rate or range.

16.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

16.04 Role of Seniority in Promotions and Transfers

The following factors shall receive consideration in filling posted vacancies, promotions and transfers:

- Qualifications,
- Experience,
- Efficiency, and
- Ability.

When qualifications, experience, efficiency and ability required to perform the work in question are equal among those individuals involved, the senior employee shall receive preference.

16.05 Trial Period

The successful applicant shall be given a trial period of three (3) months. Conditional upon satisfactory performance the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to their 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 their former position, wage or salary rate without loss of seniority.

16.06 Notification

Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be posted on the Union bulletin board. The Union shall be notified of all layoffs, transfers, recalls and terminations of employment.

16.07 Accommodation of Employees

If an employee is unable to perform their pre-disability duties as a result of injury, illness or handicap and, subject to bona fide operational considerations, the parties shall assess, up to the point of undue hardship, their duty to accommodate such an employee.

The Employer acknowledges that a time limited graduated return to work program may be appropriate for some employees returning to work following an injury or illness. The Employer agrees to cooperate in such a program, subject to operational requirements.

16.08 On-the-Job Training

The Employer shall continue to offer on the job training so that employees shall have a reasonable opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

ARTICLE 17 LAYOFFS AND RECALLS

17.01 Seniority Recognition

Employees shall be laid-off on the basis of the classification designated for lay-off in reverse order of seniority, with the senior employee(s) being retained in that classification, provided that the employee(s) to be retained has the qualifications and ability to perform the work in question.

17.02 Notice of Layoff

The Employer shall provide written notice to employees who are to be laid off from regular employment two (2) calendar weeks prior to the effective date of such layoff. Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week and for each subsequent completed year of continuous service an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks notice, shall be given. If the employee has not been given an opportunity to work the applicable notice period the employee shall be paid for that portion of the notice period during which work was not made available.

17.03 Bumping Procedure

Within three (3) working days following notification that they occupy a position designated for layoff, employees shall be given the opportunity to exercise their seniority by indicating the desire to bump into another position either laterally or downward, provided always that the bumping employee has the qualifications and ability required to perform the work in question. Failure to indicate the desire to bump into another position when given the opportunity under this Article shall result in the affected employee being laid off.

17.04 Appraisal Period

An employee who elects to bump in accordance with this Article or who is re-employed in accordance with this Article, shall serve an appraisal period not exceeding one (1) month (except when re-employed in the same position occupied before the layoff) in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position the employee shall be laid off. In no event shall an employee be permitted to bump a second time as a result of the same layoff.

17.05 Lieu of Notice

Within three (3) working days of being notified of layoff and as an alternative to either bumping into another position or working the notice period and being laid off, the affected employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election and by so electing, not work the balance of such notice period. Employees who elect to take severance pay shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

17.06 Layoff List Placement

Employees laid off from regular employment in accordance with this Article and not electing to take severance pay shall be placed on the recall list in seniority order for a period of twelve (12) months from the date of layoff.

17.07 Recall Rights

Should regular vacancies occur following layoff, the Employer shall attempt to recall a former employee on the recall list having the qualifications and ability required to perform the work in question before offering employment to a new employee.

17.08 Notification Procedure – Recall to Regular Employment

It shall be the responsibility of laid off employees to notify the Employer in writing of their current telephone number and postal address. The Employer shall attempt to contact a former employee on the recall list having the qualifications and ability required to perform the work in question at the telephone number so provided to instruct the employee of the date and time to report for work. Failing personal contact the Employer shall send a registered letter to the employee's current postal address. Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date or should the employee either not accept the recall under this Article or fail to report on the date and time required, the position will be offered to the next person on the recall list having the qualifications and ability.

17.09 Recall and Notification Procedure – Short Term Relief

Should a vacancy for short term relief work occur, the employer shall attempt to recall a former employee on the recall list having the qualifications and ability required to perform the work in question before offering employment to a new employee. The employer shall attempt to contact a former employee on the recall list having the qualifications and ability required to perform the work in question at the telephone number provided, to instruct the employee of the date and time to report to work. The former employee may decline to accept a short term relief assignment without affecting his or her rights of recall to a regular position. The employer is only obliged to make one attempt to offer short term relief work to a former employee by calling the telephone number provided by the employee. Should the former employee fail to respond to the employer within twenty-four (24) hours of the employer calling to offer the short term relief work, or should the employee decline to accept the recall to short term relief work, then the employer may offer the short term relief work to another former employee, or in the event that there is no other former employee on the recall list having the qualifications and ability required to perform the work, the employer may hire a new employee.

ARTICLE 18 HOURS OF WORK

18.01 Regular Daily Hours

Regular daily hours shall be as follows:

Winter and Summer

(a) **Designated On-Call**

Twenty-four (24) hours a day, seven (7) days a week.

(b) **Patrol and Office Hours**

Seven and one-half (7½) consecutive hours between the hours of 7:00 a.m. and 8:00 p.m.

18.02 Regular Weekly Hours

A regular work week shall consist of five (5), seven and one-half (7½) hour days with two (2) consecutive days off.

18.03 Rest Periods / Meal Breaks

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first (1st) half and second (2nd) half of each scheduled work period at a time and place mutually agreed to by the parties hereto.

An unpaid meal break of one (1) hour shall be scheduled and normally taken immediately upon completion of the first (1st) four (4) hours of any shift.

18.04 Lunch Schedule

- (a) The Employer agrees to schedule lunch break times for the Animal Welfare Officers on a weekly basis and such schedule shall be posted each Friday for the following week.
- (b) Under unexpected circumstances the Union recognizes that situations may arise where scheduling may be changed with less notification.

ARTICLE 19 OVERTIME

19.01 Overtime Defined

All time worked before or after the regularly daily hours, the regular weekly hours, or on a paid holiday as provided in Article 20.01, shall be considered overtime.

19.02 Overtime Compensation

Authorized overtime work shall be paid for at the rate of time and one-half (1 ½ x) for the first three (3) hours and double time (2 x) after three (3) hours in any one day or shift.

19.03 Compensation For Work on Days Off

Overtime work on an employee's regularly scheduled day off shall be paid for at the rate of double time (2 x).

19.04 Part-time Employees

A part-time employee working less than the regular working hours per day or week shall be paid straight time pay during the employee's regularly scheduled part-time hours. Overtime rates shall apply if work is extended beyond the regular full-time hours per day or week.

19.05 Call-back Pay Guarantee

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the employees' regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed the employee shall be allowed to leave. The employee shall be paid from the time the employee is called to report for duty until the time the employee arrives back upon proceeding directly from work.

19.06 Time Off in Lieu

- (a) Instead of cash payment for overtime an employee may choose to receive time off at the overtime rate at a time mutually agreed upon between the employee and the authorized Employer representative.
- (b) There may be an accumulation of up to a maximum of ten (10) working days of time off in lieu.
- (c) All overtime earned in excess of the ten (10) working days shall be paid out at the earned rate.

ARTICLE 20 STATUTORY HOLIDAYS

20.01 List of Holidays

All regular employees shall receive one (1) day pay for the following holidays:

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

AND all holidays proclaimed by the British Columbia and federal governments.

20.02 Holidays on Days Off

When any of the above-noted paid holidays fall on an employee's days off, the employee is entitled to an additional day off with pay.

ARTICLE 21 VACATIONS

21.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

- Less than one (1) year 1¼ working days for each month
- One (1) year or more 15 working days
- In the calendar year of the fifth (5th) anniversary and each year thereafter 20 working days
- In the calendar year of the tenth (10th) anniversary and each year thereafter 25 working days
- In the calendar year of the sixteenth (16th) anniversary and each year thereafter 26 working days
- In the calendar year of the seventeenth (17th) anniversary and each year thereafter 27 working days
- In the calendar year of the eighteenth (18th) anniversary and each year thereafter 28 working days
- In the calendar year of the nineteenth (19th) anniversary and each year thereafter 29 working days
- In the calendar year of the twentieth (20th) anniversary and each year thereafter 30 working days

21.02 Maximum Vacation

Upon request an employee with less than three (3) weeks of earned vacation shall automatically be granted sufficient leave of absence without pay to allow a maximum of three (3) weeks vacation.

21.03 Compensation for Holidays Falling Within Vacation Schedules

If a paid holiday falls or is observed during an employee's vacation period they shall be allowed an additional vacation day with pay at a time mutually agreed.

21.04 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination.

21.05 Accumulation

Unless otherwise mutually agreed, earned vacation shall be taken prior to December 31st of each year.

21.06 Preference in Vacations

Vacations shall be granted as far as possible in accordance with the request of each employee. If two (2) or more employees request the same period and if the operation of the Employer will not permit the absence of a number of employees at the same time, then seniority shall be the determining factor.

21.07 Vacation Schedules

Mutually arranged vacation schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Upon request and wherever possible, vacations shall commence immediately following an employee's regularly scheduled days off. No employee will be obliged to schedule vacation that is not agreeable to the employee. Should employees not arrange all their vacation by May 1st of each year, subsequent vacation shall be arranged by mutual agreement on a first come, first served basis, without regard to seniority.

21.08 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer. Unless an emergency arises, no period of vacation shall be for less than one (1) week duration.

21.09 Overtime Vacation Rate

No employee shall be required to work during the employee's scheduled vacation period. However should an employee agree to work when requested during their scheduled vacation, they shall be paid at double the regular rate of pay plus one (1) vacation lieu day off for each day in which work was performed.

21.10 Sick Leave During Vacation

If an employee produces medical evidence, satisfactory to the Employer, proving that the employee was incapacitated to the extent which required the employee to be confined to bed or hospitalized, by order of a medical practitioner, through sickness and/or injury for a period of three (3) working days or more during the employee's annual vacation, the period during which the employee was confined to bed or hospital shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's sick leave, subject to the agreement of the Employer.

NOTE: Such evidence must indicate the nature of the incapacitation and why and how such incapacitation would require confinement to bed.

ARTICLE 22 SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist for which appointments cannot be arranged outside of working hours, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

22.02 Amount of Paid Sick Leave

Regular full time employees shall accrue sick leave at the rate of one and a half (1½) days for each month worked. Regular part-time employees will accrue sick leave credits on a pro-rata basis. Sick leave credits will continue to accrue while the employee is on vacation, statutory holidays, paid sick leave or other paid leave.

Sick leave is only payable because of sickness or disability and employees who are absent from duty may be required to prove sickness or disability.

The Employer may require an employee to provide at the Employer's expense a medical certificate from a qualified physician to confirm the employee's claim of sickness or disability for each leave of more than three (3) days. However, the Employer may require such a certificate for leaves of less than three (3) days.

22.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue to a maximum of ninety (90) working days.

22.04 Illness in the Family

Where no one at home other than the employee can provide for the needs during illness of an immediate family member, an employee shall be entitled to use a maximum of one (1) day sick leave per calendar year to make arrangements for the care of the family member who is ill, provided the employee notifies their supervisor in advance.

22.05 Deductions From Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

22.06 Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted their sick leave credits may be granted an extension of sick leave. Upon return to duty, the employee shall repay the extension of sick leave by accruing only one-half ($\frac{1}{2}$) of the employee's monthly sick leave entitlement, until such time as the employee has repaid the extension of sick leave in full. No employee shall have their service terminated by virtue only of having exhausted their sick leave credits.

22.07 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to the employee's credit.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer if negotiations are conducted during working hours.

23.02 Grievance and Arbitration Pay Provisions

Representatives of CUPE Local 50 shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

23.03 Leave For Union Functions

Upon request to the Employer, one (1) employee at any one time who is elected or appointed to represent the Union at conventions or conferences, shall be allowed leave of absence. Up to six (6) occasions in a calendar year two (2) members of the bargaining unit shall be allowed leave of absence up to five (5) days, subject to operational requirements.

Such leave shall be without pay and without loss of benefits. The Employer shall continue to maintain the employee on payroll and shall invoice the Union for lost wages.

23.04 Pay During Leave of Absence for Union Work or Conventions

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions, however the Union shall reimburse the Employer for all pay and benefits during the period of absence.

23.05 Compassionate and Bereavement Leave

- (a) In the event of the death of a spouse or other member of the immediate family of an employee, the employee shall be allowed compassionate leave with pay for a period of up to three (3) consecutive working days.
- (b) Where the employee is required to attend outside the Province, such leave shall also include reasonable traveling time, not to exceed seven (7) days without pay.
- (c) Notwithstanding the provisions contained in this Article, the employee will provide the Employer with reasonable proof of bereavement relationship.

- (d) For the purposes of Article 23.05:
- (1) Spouse means an individual to whom the employee is married or with whom the employee has been cohabiting for a period of not less than two (2) years if there are no children born of that union or for a period of not less than (1) year if there are children of that union.
 - (2) Immediate family means spouse, parent, guardian, grandparent, grandchild, son, daughter, foster child, brother or sister of the employee or the employee's spouse.

23.06 Time Off For Elections

Employees shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal or provincial elections.

23.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The employer shall pay such an employee their regular salary provided the employee turns over to the Employer any monies the employee receives for jury or court witness duty excluding payment for travelling, meals or other expenses.

23.08 General Leave

An employee, after two (2) years of service, shall be entitled to leave of absence without pay and without loss of seniority when the employee requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer shall not be withheld without just cause.

ARTICLE 24 MATERNITY, PARENTAL AND ADOPTION LEAVE

24.01 Length of Leave

(a) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

(b) **Birth Father**

An employee who is the birth father of a newborn child shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth.

(c) **Adoptive Parent**

An employee who is an adoptive parent shall be entitled to up to thirty-seven (37) consecutive weeks of adoption leave without pay. The employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

(d) **Extensions – Special Circumstances**

An employee shall be entitled to an additional five (5) weeks of unpaid leave where a physician certifies that the child has a physical, psychological or emotional condition requiring an additional period of parental care.

(e) **Maximum Allowable Leave**

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks.

24.02 Notice Requirements and Commencement of Leave

- (a) A pregnant employee who elects to request maternity leave shall provide the Employer with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth.
- (b) An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.
- (c) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (d) An employee on maternity, adoption or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

- (e) A birth mother who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (f) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

24.03 Return to Work

On resuming employment an employee shall be reinstated to the employee's previous position or a comparable position if the employee's previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in Article 24.05 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation, which is unpaid.

24.04 Sick Leave

- (a) Subject to the provisions of Section 22 (Sick Leave Provisions), an employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (b) An employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (c) Notwithstanding Article 24.04 (b) an employee on maternity leave, adoption leave or parental leave who has notified the Employer of the employee's intention to return to work pursuant to Article 24.02 (d) or (e) and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall, subject to the provisions of Section 22 (Sick Leave Provisions), be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

24.05 Benefits

- (a) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave if the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared.
- (b) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the employee contributions of Article 27.01 Pension Plan.

24.06 Paternity Leave

The employee will inform the Employer at least one (1) month before the desired leave of absence, which may be before and/or after the birth. On request, the employee will supply a medical report confirming that the employee's spouse is pregnant and indicating the anticipated date of delivery. Two (2) days leave of absence with full pay and benefits, i.e. – date of birth and date of discharge from hospital, shall be granted.

ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

25.02 Temporary Transfers – Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position he or she shall receive the rate for the job.

25.03 Temporary Transfers – Lower Rated Job

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

25.04 Educational Allowance

The Employer shall pay the cost of an academic or technical course approved by the Employer, and if an employee's application for approval is denied, the employee shall be given the reason for denial. Such courses must be work related and payment of cost shall only be made upon successful completion of courses.

Leave of absence with pay will be granted to allow employees to write examinations to improve qualifications in the service where the connection between the course and the Employer's operation is positive and direct. Employees should provide at least ten (10) days of written notice of this leave.

Leave of absence of up to one (1) week without loss of pay, benefits or seniority may be granted to allow an employee to participate in courses to improve qualifications.

The Employer may, in its discretion, grant leave of absence to an employee for more than one (1) week, for the purpose of allowing that employee to improve qualifications, with the terms of Employer financial assistance to be arranged between the Employer and the employee concerned.

25.05 Cash Shortages

An employee handling cash shall not be responsible for shortages except in the case of criminal negligence, theft, or fraud.

25.06 Tools and Equipment

The Employer shall determine and provide all tools and equipment required by the employees to perform their work assignments.

25.07 Severance Pay

A regular employee leaving the employ of the S.P.C.A. after ten (10) years service shall be entitled to receive a severance allowance calculated on the basis of one (1) week of pay for every two (2) years of service up to a maximum of twenty (20) weeks pay.

25.08 Direct Deposit

All employees shall participate in a system of direct deposit of paycheques. Implementation of and amendments to the system shall be by mutual agreement of the parties.

ARTICLE 26 JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent within one hundred twenty (120) days of the signing of this Agreement. The Union or the employee may grieve in the event of disagreement.

26.02 No Elimination of Present Classifications

Classifications as established in accordance with Article 26.01 shall not be eliminated or changed without prior notice of sixty (60) days. In the event of disagreement the matter shall be referred to the grievance procedure.

26.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever a significant change in duties of a present classification occur. Any disagreement shall be subject to the grievance procedure.

ARTICLE 27 BENEFIT PLANS

27.01 Pension Plan

The present conditions of the staff pension plan, i.e. RRSP contributions, shall be continued with eligibility to participate following one (1) year of service with the Employer. There shall be no minimum age provision.

The employee may voluntarily make a contribution of up to five percent (5%) of the employee's regular earnings to the RRSP and, if so made by the employee, the Employer shall match the employee's contributions. The plan shall remain in effect until another pension plan is negotiated which is acceptable to the Employer and the Union.

27.02 Medical, Extended Health and Dental Plans

Present coverage shall continue with payment on the following basis:

<u>Medical Services Plan</u>	-	50% paid by the Employer
	-	50% paid by the employee

- Extended Health Care - 75% paid by the Employer
- 25% paid by the employee

NOTE: Effective July 1, 2003 eye examination every two (2) years up to seventy-five dollars (\$75.00) per examination per employee and dependents will be included.

- Dental - 75% paid by the Employer
- 25% paid by the employee.

27.03 Group Life Insurance, A.D. & D. and Long Term Disability

The present conditions of coverage shall continue as per the terms and conditions of the insurance policies. The premium costs of these plans shall be paid one hundred percent (100%) by the employee.

Present coverage provided is:

- Life Insurance - 1 x Annual Salary
- Maximum Benefit: \$250,000.00
- Benefit reduces by 50% at age 65;
- terminates at age 70

- A.D. & D. - Same as Life Insurance

- Long Term Disability - 60% of monthly earnings
- Maximum Benefit: \$3,500.00
- Elimination Period: 119 days
- Benefit Period: To Age 65
- Definition: 2-year own occupation

Effective July 1, 2003, the premium costs of the A.D. & D. and Life Insurance shall be paid seventy-five percent (75%) by the Employer and twenty-five (25%) by the employee.

The Union agrees that the Employer may move the coverage for all benefits from current insurer(s) to Pacific Blue Cross without reduction of benefits. For information purposes, the Employer agrees to provide copies of the insurance plan(s) to the Union.

27.04 Benefits Committee

The parties to this agreement shall form a committee, three from Management, two from the Union and chaired by a management representative. This committee will meet to discuss and agree on the insurance carrier for the benefits provided in this Article.

27.05 Benefits While on Sick Leave, LTD and WCB

The Employer will continue to pay its share of the premiums for the benefits set out in Article 27 for the following periods:

- (a) During the period an employee, who is enrolled in the benefits, is in receipt of paid sick leave; and
- (b) During the period an employee, who is enrolled in the benefits, is in receipt of Workers' Compensation wage loss benefits or Long Term Disability benefits, for a maximum period of fifty-two (52) weeks and subject to the employee paying their share of the premiums not later than the date the premiums are due.

27.06 Same Sex Relationships

An employee who cohabitates with a person of the same sex and who promotes that person as a "spouse" (partner) and who has done so for a period of not less than two (2) years shall be eligible to have that person covered as a spouse for the purposes of the Medical Services Plan, Extended Health Care Plan and Dental Plan and leaves related to family matters. This coverage includes dependents of the employee's same sex spouse.

ARTICLE 28 HEALTH AND SAFETY

28.01 Workers' Compensation Act

The Employer shall at all times make provision for the safety of the employees as required by the Workers' Compensation Act of the Province of British Columbia.

28.02 Union – Employer Health and Safety Committee

A Health and Safety Committee shall be established as provided in Article 9 for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices.

ARTICLE 29 TECHNOLOGICAL AND OTHER CHANGES

29.01 Technological Change

The Employer shall notify the Union as far as possible in advance of intent to institute technological changes which will result in a reduction of the work force.

29.02 Retraining

Whenever an employee's job is discontinued or new or greater skills are required as a result of technological change, every effort will be made to locate the employee elsewhere and a period of up to three (3) months will be allowed for training to qualify the employee for the new work. During the first three (3) months the employee's rate shall not be reduced and after that period the employee shall be paid the appropriate rate for the new job.

ARTICLE 30 JOB SECURITY

30.01 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services presently performed by the employees of the bargaining unit shall not be subcontracted if such action would result in layoffs.

ARTICLE 31 UNIFORM AND CLOTHING ALLOWANCE

31.01 Union Made Clothing

All uniforms and clothing issued by the Employer shall be made in Canada.

31.02 Maintenance of Work Clothing or Uniforms

- (a) It shall be the responsibility of the Employer to dry clean uniforms and maintain same.

- (b) The Employer agrees to provide uniforms for the full-time Animal Welfare Officers as follows:
 - (1) Winter weight jacket with zip-out liner.
 - (2) One (1) necktie.
 - (3) Four (4) shirts.
 - (4) Two (2) pairs slacks/pants.
- (c) The Employer agrees to provide, on hand, uniforms for the weekend and night Animal Welfare Officers as follows:
 - (1) Winter weight jacket with zip-out liner.
 - (2) Two (2) shirts.
- (d) The Employer, upon request, shall provide a pair of rubber boots and coveralls for any employee who is directed to work in the dog kennels.
- (e) It is understood that during the course of this agreement that the employer and clerical staff shall meet to consider the style of uniforms available and to choose a style that is acceptable to the employer and the affected employees.
- (f) Raingear shall be supplied in each truck for each part-time and each full-time Animal Welfare Officer, if requested by the Animal Welfare Officer.

31.03 Annual Footwear Reimbursement

The Employer will contribute up to sixty dollars (\$60.00) per year for footwear for employees who are required to wear a uniform at work. The Employer reserves the right to determine the type and colour of footwear. Employees will wear the footwear at all time while in uniform and will keep them appropriately cleaned and polished.

ARTICLE 32 GENERAL CONDITIONS

32.01 Proper Accommodations

In the event any structural changes are made to the facilities during the life of this Agreement, suitable accommodation for the employees will be considered.

32.02 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

32.03 Communication to Members

Union representatives are entitled to distribute union literature, and upon request and premises being available, to convene union meetings on the Employer's premises during non-working hours.

ARTICLE 33 TERM OF AGREEMENT

33.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1st day of January 2002 to the 31st day of December 2004. The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia.

33.02 Negotiations

If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

33.03 Retroactivity

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their
duly authorized officers on this _____ day of _____ 2003.

**FOR THE BRITISH COLUMBIA
SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS**

**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES,
LOCAL NO. 50**

Chief Executive Officer

President

Chief Financial Officer

Executive Member

*JEM/opeiu #491

SCHEDULE "A"

B.C.S.P.C.A. and CUPE LOCAL 50 (VICTORIA BRANCH)

Classifications	January 1, 2002		January 1, 2003		January 1, 2004	
	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly
Kennel Assistants	10.61	795.68	10.93	819.55	11.26	844.13
Relief Animal Welfare Officer	12.72	954.04	13.10	982.66	13.50	1,012.14
Receptionist	15.07	1,130.17	15.52	1,164.07	15.99	1,198.99
Wildlife Rehabilitator	15.29	1,146.39	15.74	1,180.78	16.22	1,216.21
Veterinary Technician	17.21	1,290.85	17.73	1,329.57	18.26	1,369.46
Kennel Technician	17.21	1,290.85	17.73	1,329.57	18.26	1,369.46
Bookkeeper	17.45	1,308.62	17.97	1,347.87	18.51	1,388.31
*Animal Welfare Officer	20.75	1,556.59	21.38	1,603.29	22.02	1,651.38

ON-CALL PERSONNEL

	Hourly	Week End	Hourly	Week End	Hourly	Week End	
Weekend Animal Welfare Officer and on Statutory Holidays	8.24	329.60	8.49	339.60	8.74	349.60	Week End rate based on 40 hours
	<i>paid per weekend rate</i>						
	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	
Night Animal Welfare Officer	8.24	1,211.28	8.49	1,240.03	8.74	1,284.78	Bi-Weekly rate based on 147 night hours
	<i>paid per bi-weekly rate</i>						

- * The starting rate for Animal Welfare Officer shall be five percent (5%) less than the current rate of pay for Animal Welfare Officer for a probationary period of six (6) months.

LETTER OF UNDERSTANDING # 1

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 50**

Re: Work Experience Students

The use of students for the purpose of work experience at the S.P.C.A.'s Wildlife Rehabilitation Centre will be endorsed only under the following conditions:

1. Work experience students shall be used solely to assist with the cleaning and feeding of orphaned wildlife if the incoming numbers are more than the unionized staff and the Wildlife Biologist can handle.
2. All applications (G.V.S.B. supplied) by students requesting work experience shall be forwarded to the Union office at #201 – 2736 Quadra Street, Victoria, B.C., V8T 4E8 and must be approved by a member of the Executive of CUPE Local 50 before being considered by the Employer.
3. Work experience students shall not perform any work or services during a legal lockout or a legal strike.
4. If the Employer and the Union fail to agree upon any matter or procedure arising out of the activity of the work experience students, such matter shall be referred to the grievance and arbitration procedure of this Collective Agreement, for the purpose of determining such matters. The specific activity in dispute shall not be implemented or continued by the Employer until such determination has been made.

Signed this _____ day of _____, 2003.

Signed on Behalf of the BCSPCA

Signed on Behalf of CUPE, Local 50

Chief Executive Officer

President

Chief Financial Officer

Executive Member

LETTER OF UNDERSTANDING # 2

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 50**

Re: Volunteers at “Wild ARC”

The Union and the Employer recognize the fundamental role played by volunteers who contribute to the welfare and well being of the animals in the Employer’s care.

In addition, the Union recognizes the role of volunteers at the Wild Animal Rehabilitation Centre (“Wild ARC”) and the Employer recognizes the concern of the Union and the employees that volunteers not replace the employees at Wild ARC.

Therefore, the Union and the Employer agree that with respect to the use of volunteers at Wild ARC, the following provisions will apply:

1. The Employer will maintain a minimum complement of employees at Wild ARC of three (3) full time equivalents (“FTE”) which will include at least two (2) full-time positions.
2. The classification of the positions which make up the employee complement of three (3) FTE’s will be at the discretion of the Employer and may change from time to time depending on the needs at Wild ARC.
3. Volunteers will not be used to backfill, replace or displace the employee complement of three (3) FTEs.
4. This Letter of Understanding does not prejudice either party with respect to the use of volunteers at the BCSPCA Victoria Branch.

Signed this _____ day of _____, 2003.

Signed on Behalf of the BCSPCA

Signed on Behalf of CUPE, Local 50

Chief Executive Officer

President

Chief Financial Officer

Executive Member

LETTER OF UNDERSTANDING # 3

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 50**

Re: Volunteers at the BCSPCA Victoria Branch

This Letter of Understanding is attached to and forms part of the Collective Agreement between the parties. This letter shall remain in full force and effect for the term of the Collective Agreement.

This Letter of Understanding is specific to the BCSPCA Victoria Branch exclusive of the Wild ARC.

1. The Union recognizes the existence of volunteers and does not take issue with the current use of volunteers at the Victoria Branch.
2. The Employer will keep the Union apprised of the activities of the volunteers and any new volunteer program being introduced at the Victoria Branch.

Signed this _____ day of _____, 2003.

Signed on Behalf of the BCSPCA

Signed on Behalf of CUPE, Local 50

Chief Executive Officer

President

Chief Financial Officer

Executive Member

LETTER OF UNDERSTANDING # 4

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 50**

Re: Animal Welfare Officers' Hours of Work

This Letter of Understanding is attached to and forms part of the Collective Agreement between the parties. This Letter shall remain in full force and effect for the term of the Collective Agreement.

Hours of work for the Animal Welfare Officers shall normally be as follows:

1. Monday to Friday with Saturday and Sunday off.
2. Notwithstanding #1 above, in the event that the Employer elects to have coverage by an Animal Welfare Officer on a Saturday, the Animal Welfare Officer with the least amount of Seniority will work Tuesday to Saturday with Sunday and Monday off.
3. In the event that the Employer also elects to have coverage by an Animal Welfare Officer on a Sunday, the Animal Welfare Officer with the second least amount of Seniority will work Sunday to Thursday with Friday and Saturday off.
4. Notwithstanding #2 and #3 above, if the Animal Welfare Officer with the least amount of Seniority is agreeable to working both Saturday and Sunday and subject to agreement by the Employer, then the shift would be Wednesday to Sunday with Monday and Tuesday off or Saturday to Wednesday with Thursday and Friday off.

Signed this _____ day of _____, 2003.

Signed on Behalf of the BCSPCA

Signed on Behalf of CUPE, Local 50

Chief Executive Officer

President

Chief Financial Officer

Executive Member

