

COLLECTIVE AGREEMENT

between the

B.C. DAIRY HERD IMPROVEMENT SERVICES

represented by the

BOARD OF DIRECTORS

and the

**MANAGEMENT OF B.C. DAIRY HERD
IMPROVEMENT SERVICES**

and the

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

Effective from January 1, 2002 to December 31, 2004

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DEFINITIONS

For the purpose of this Agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining described in the certification between the Employer and the Union;
 - (2) "*basic pay*" - means the rate of pay negotiated by the Parties to this Agreement;
 - (3) "*continuous employment*" or "*continuous service*" - means uninterrupted employment with the Employer subject to the provisions of Clause 10.3;
 - (4) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence;
 - (5) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
 - (6) "*employee*" - means a member of the bargaining unit and includes:
 - (a) "*regular employee*" - meaning an employee who is employed for work which is the continuous full-time or continuous part-time nature;
 - (b) "*Regular part-time employee*" – meaning an employee who is employed for work which is of a continuous part-time nature but below the benefit threshold as defined by the insurance carrier.
 - (c) "*temporary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
 - (i) positions created to carry out special projects or work which is not continuous;
 - (ii) temporary positions created to cover employees on vacation, short-term disability leave, educational leave, compassionate leave, or other leave;
 - (iii) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed.
- "*Employee*" does not include incumbents of managerial or confidential positions mutually excluded by the Parties to this Agreement or excluded by the operation of law. The agreed-to exclusions are: General Manager, Manager - Field Operations; Manager - Computer Services, Office Manager.
- (7) "*Employer*" - means British Columbia Dairy Herd Improvement Services;
 - (8) "*field status*" - employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant or other similar fixed location which is their normal point of assembly;
 - (9) "*headquarters or geographic location*" - is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs his/her duties;

- (10) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (11) "*layoff*" - means a cessation of employment, or elimination of a job;
- (12) "*probationary employee*" - an employee who is serving a probationary period of six months immediately upon being hired, reclassified, promoted, demoted;
- (13) "*promotion*" - means a change from an employee's position to one with a higher maximum salary;
- (14) "*relocation*" - means the movement of an employee from one geographic location to another;
- (15) "*rest period*" - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.
- (16) "*shift*" - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;
- (17) "*termination*" - is the separation of an employee from the employment of the Employer for cause;
- (18) "*travel status*" - means absence of the employee from his/her headquarters or geographic location on the Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location, or to field status employees;
- (19) "*Union*" - means the B.C. Government and Service Employees' Union;
- (20) "*work day*" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (21) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) In accordance with the foregoing, the Parties hereto subscribe to the principles of the Human Rights Act of British Columbia, and without restricting the generality of the foregoing, expressly recognize the right of employees to work in an environment free from sexual harassment.

1.2 Conflict with Regulations

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

1.3 Singular and Plural

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

1.4 Future Legislation

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, and amended October 9, 1986.

2.2 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit concerning matters covered by this Agreement, shall be forwarded to the President of the Union or his/her designate.

2.3 Recognition and Rights of Stewards

- (a) 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 geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

2.4 Bulletin Boards

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

2.5 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The recognized insignia of the Union shall include designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.
- (c) The Union will have the right to display the Union shop card in a prominent location on the Employer's premises.

2.6 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined by current labour statutes. An employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's

business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.7 Time Off for Union Business

(a) *Without Pay* - Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (4) up to three (3) employees on a bargaining committee to carry on negotiations with the Employer;
- (5) to employees called by the Union to appear as witnesses before an arbitration board;
- (6) to employees designated to sit as observers on selection panels in accordance with Clause 11.1.

(b) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

2.8 No Other Agreement

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

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 checkoff. A new employee shall be advised of the name and location of his/her steward. The Employer agrees the name and address will be provided to the Union steward.

2.9 No Discrimination for Union Activity

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

ARTICLE 3 - UNION SECURITY

All employees in the unit covered by certification as defined by Article 2.1 shall, as a condition of employment, become and remain Union members, upon completion of thirty (30) days as an employee.

ARTICLE 4 - CHECKOFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union. 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 the names of those employees from whose salary such deductions have been made together with the amounts deducted for each employee.
- (b) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (c) The Employer shall deduct from any employee, who is a member of the Union, any assessments levied in accordance with the Union constitution and/or bylaws and owing by the employee to the Union.
- (d) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

ARTICLE 5 - MANAGEMENT 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 6 - EMPLOYER-UNION RELATIONS

6.1 Union and Employer Representation

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

6.2 Union Bargaining Committees

A Union Master Bargaining Committee shall be appointed and consist of the Table Officers of the Union, plus three (3) representatives of the bargaining unit. 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.

6.3 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 grievances. Members of Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose of entering and shall not interfere with the operation of the Employer.

6.4 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.

ARTICLE 7 - GRIEVANCES**7.1 Grievance Procedure**

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

7.2 Step 1

The aggrieved employee shall discuss the complaint with this designated local supervisor. The employee shall have the right to have his/her steward present at such a discussion. If the complaint is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

7.3 Time Limit to Present Initial Grievance

- (a) An employee who wishes to present a grievance at Step 2 of the grievance procedure, shall do so no later than thirty (30) days after the date:
 - (1) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance;
 - (2) on which he/she first became aware of the action or circumstances giving rise to the grievance;
- (b) Aggrieved employee will file his grievance at Step 2 in the form established for such purpose and shall set out the nature of the grievance, the circumstances from which it rose, the article or articles infringed upon or alleged to have been violated, and the remedy or correction required. The form will be delivered to the local supervisor through the Union steward.

7.4 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply to the grievance within twenty-one (21) days of receiving same. The Employer's representative may also meet with the Union area staff representative to attempt to resolve the grievance.

7.5 Step 3

If the Parties are unable to resolve the grievance at Step 2, the Union shall file its answer within twenty-one (21) days of receiving the Employer's reply at Step 2.

7.6

If no settlement is reached at Step 3, either party may advise the other of its intention to have the matter proceed to arbitration.

7.7 Failure to Act

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

7.8 Deviation from Grievance Procedure

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

7.9 Technical Objections to Grievances

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

7.10 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this Article, other than Clause 7.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by the board of arbitration.

7.11 Policy Grievance

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 8.

7.12 Amending Time Limits

The time limits fixed in this grievance procedure may be altered only by mutual consent of the Parties recorded in writing.

ARTICLE 8 - ARBITRATION

8.1 Arbitration

The Party wishing to proceed with a grievance to arbitration shall, within twenty-one (21) days of receiving the other's reply at Step 3, propose names of arbitrators. The Parties shall agree to arbitrators within ten (10) days. If no agreement is reached, then one of the following will be selected to be chairman of the arbitration panel:

M. Chertkow
R. Bird, Q.C.
H.A. Hope

8.2 Failure to Act

If either Party fails to present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.3 Dismissal or Suspension

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

8.4 Expenses of Arbitration Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints; and
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

8.5 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.

ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE

9.1

The Employer may suspend or dismiss any employee for just cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the imposition of the discipline. In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

9.2 Right to Grieve Other Disciplinary Action

In addition to have the right to grieve suspensions and dismissals, employees will be entitled to grieve written censures, letters of reprimand, adverse reports and employee appraisals. An employee shall be given a copy of any such document placed on his/her file which might form the basis for disciplinary action.

Upon the employee's request, any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction within the eighteen (18) months. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

9.3 Employee Appraisal Forms

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. The employee shall then indicate his agreement or disagreement with the contents of the appraisal.

No employee may initiate a grievance regarding the contents of an employee appraisal unless he has signed in the space indicating disagreement with the appraisal. An employee shall, upon request, receive a copy of the employee appraisal at the time of signing.

9.4 Personnel File

An employee, or his Union representative, may, with the written authority of the employee, be entitled to review the employee's personnel file, in order to facilitate the investigation of a grievance. The employee or his Union representative shall, as the case may be, give the Employer adequate notice prior to having access to such file.

9.5 Right to Have Steward Present

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.
- (b) If a steward is not available the local Union representative can substitute.

9.6 Rejection During Probation

- (a) The Employer may reject any probationary employee during the probation period for unsuitability for the position. In determining suitability for a position, the Employer shall have regard to factors which could reasonably be expected to affect work performance.
- (b) An employee may grieve his rejection on probation within thirty (30) days of receiving notice of rejection.

9.7 Abandonment of Position

An employee who fails to report for duty for ten (10) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have resigned. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

For the purpose of this Agreement:

- (a) Service seniority shall mean the length of continuous service as a regular employee in the Public Service of British Columbia prior to July 1, 1986, as per information supplied by the Ministry of Agriculture and Fisheries, and length of employment since July 1, 1986. For employees hired after July 1, 1986, length of continuous service shall commence as of the date of hire. Service seniority for part-time employees shall be prorated on the basis of one (1) year's service seniority for every 1827 hours complete.
- (b) Service seniority for employees previously employed by Agriculture Canada shall be deemed to have started November 1, 1987, except for the purposes of determining vacation or vacation pay. For the purposes of calculating vacation or vacation pay, their seniority date will be considered to be the date of hire with the Federal Civil Service.
- (c) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to his/her present classification with the status of a regular employee.

10.2 Seniority List

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

10.3 Loss of Seniority

- (a) regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 20, shall not accrue seniority for leave periods over thirty (30) calendar days.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to that he/she would have earned had he/she not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that upon returning, the employee shall accept the first available position, at a work location closest to his/her residence, in his/her original classification. However, such employees will not continue to accumulate seniority if a leave extends beyond two (2) years.
- (d) An employee shall lose his/her seniority as a regular employee in the event that:
 - (1) he/she is discharged for just cause;
 - (2) subject to Clause 10.4, he/she voluntarily terminates his/her employment or abandons his/her position;
 - (3) he/she is on layoff of more than one (1) year; or
 - (4) he/she becomes a temporary employee.

10.4 Re-employment

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

10.5 Bridging of Service

If a regular employee terminates after August 1, 1979, as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

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

10.6 Same Service Seniority Date

When two (2) or more regular or temporary employees have the same service seniority date, then seniority shall be determined by chance.

ARTICLE 11 - SERVICE CAREER POLICY

11.1 Union Observer

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

11.2 Notification

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

11.3 Appeal Procedure

- (a) An unsuccessful candidate may request an explanation from the panel chairperson by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, he/she must request them in writing by telex, telegram, letter or facsimile. Where no written requests have been received by the panel chairperson within fourteen (14) days of the date of mailing notification of the name and classification of the successful applicant, the appointment of the successful applicant may be confirmed.
- (b) The panel chairperson will reply to the employee, within five (5) days from receipt of the request.
- (c) If the employee is not satisfied with the response he may grieve the decision.

11.4 Relocations

It is understood by the Parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Employer and/or the employee. In such cases, the employee will be fully advised of the reason for his/her relocation as well as the possible result of refusal to be relocated. Should a regular employee choose not to relocate, the employee may elect:

- (1) vacancy selection;
- (2) early retirement; or
- (3) severance pay.

11.5 Interview Expenses

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with basic pay and shall have his/her authorized expenses paid. An employee granted leave under this Clause shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

11.6 Positions Temporarily Vacant

- (a) The Employer acknowledges that, except in cases of emergency, the work load of employees covered by this Agreement will not be increased beyond their regular level as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.
- (b) In such instances, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category.

11.7 Personal Duties

- (a) It is understood by both Parties that work not related to the business of B.C. Dairy Herd Improvement Services should not be performed on the Employer's time.
- (b) To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.
- (c) Where an employee directly involved feels a problem exists in this area, the Union or Employer may take the matter to the Joint Committee which will attempt to resolve the dispute.

11.8 Classification Eliminations

- (a) No existing classification shall be eliminated without prior consultation with the Union.
- (b) Consultation will be held to attempt to resolve the proposed elimination or a classification prior to its elimination.

ARTICLE 12 - TRANSFERS

Employees who request transfers for compassionate or medical grounds shall have their request considered by the Employer. The Employer will provide the employee with reasons where a request for a transfer is denied.

ARTICLE 13 - JOB POSTINGS

- (a) Vacancies for positions of Dairy Herd Inspection III or higher or any office position will be posted within thirty (30) days of vacancy, if the Employer intends to fill the vacancy.
- (b) All postings shall be individually sent to all employees at their home address.
- (c) The notice of posting shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (d) Postings for the position of Dairy Herd Inspector II will be circulated to all employees for their information. The Employer will attempt to accommodate any voluntary transfers, with the expenses paid by the employee, as long as it is consistent with the efficient running of BCDHIS. The Employer will keep a list of any requests made by employees even if a current opening is not available.
- (e) The company agrees to ask Employees of their interest in being considered for job openings once every six (6) months. A list of employees interested in transfer is kept by the Field Manager. All employees on the list will be contacted when a full-time opening occurs.

ARTICLE 14 - LAYOFF AND RECALL**14.1 Union Notification**

- (a) *Pre-Layoff Notification* - Prior to conducting a layoff, the Employer will notify the Union of the number of employees to be laid off.
- (b) Layoff in the event of layoff resulting from a decrease in the amount of work to be done, the following shall apply:
 - (1) Temporary employees shall be laid off in reverse order of seniority, prior to regular employees;

(2) Regular employees shall be laid off in reverse order of seniority according to geographical areas within the province. Geographic areas defined as:

- (i) Vancouver Island
- (ii) Fraser Valley to Hope
- (iii) Remainder of British Columbia

(c) Employees on layoff shall be recalled in order to service seniority.

14.2 Advance Notice

(a) The Employer shall notify regular employees, who are to be laid off, twenty (20) work days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available. Within the initial twenty (20) days from notification of layoff, the Employer may extend the layoff date without giving a further twenty (20) days notice.

(a) Notwithstanding 14.2(a) the Employer may lay off employees without notice in circumstances which are beyond the Employer's control and which prevents the completion of the analysis of the information provided to the client.

14.3

An employee shall not accumulate seniority while on layoff.

14.4 Early Retirement

A regular employee who is fifty-five (55) years of age or older and has completed ten (10) years of pensionable service as of the effective date of layoff, and who has opted for an is entitled to severance pay pursuant to this Article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the Employer, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

14.5 Payout of Sick Leave

Whereas certain employees, while working for the Ministry of Agriculture and Fisheries, have accumulated sick leave benefits and these funds were given to the Employer in trust and whereas these benefits are used to provide twenty-five percent (25%) salary "*topping up*" when the employee is ill, therefore, when an employee age 55 or older opts for severance pay or early retirement he/she will receive an amount equal to fifty percent (50%) of accumulated sick leave credits on the date of severance or retirement.

14.6 Severance Pay

Within thirty (30) days of receipt of notice of layoff, a regular employee will be entitled to resign with severance pay as follows:

- (a) an employee will receive one (1) week's pay at his/her current rate for each completed year of service to a maximum of twenty-six (26) weeks' pay;
- (b) an employee electing severance pay must do so in writing prior to the date of layoff;
- (c) once an employee has accepted severance pay, he/she will, at the commencement of the date of layoff, be terminated from his position with the Employer.

14.7

An employee who fails to elect between early retirement or severance pay in 14.4 and 14.6 above shall be paid severance pay as outlined in Article 14.6.

ARTICLE 15 - HOURS OF WORK**15.1 Hours of Work**

(a) The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827, which is equivalent to an average of thirty-five (35) hours per week. The 1827 annual hours means that all work scheduled will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

15.2 Standard Hours

(a) Except as otherwise provided, the standard work week shall consist of:

(1) *Office Staff* - five (5) consecutive days from Monday to Friday inclusive. Except as otherwise provided, the work day shall be seven (7) hours duration exclusive of meal period, and these hours shall be scheduled between 7:00 a.m. and 6:00 p.m.

(2) *Field Staff* - five (5) consecutive days from Monday afternoon to Saturday forenoon inclusive. Except as otherwise provided, the work schedule shall consist of an average of one hundred and forty (140) hours over a four (4) week period. The hours of work are to be consistent with the hours of the Employer's clients and may be any hour of the day. Work scheduling will be reasonable and will consider the varied hours of work. All field scheduling is split shift work.

15.3 Conversion of Hours

(a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clauses 17.6 and 17.7, the time off granted will be seven (7) hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) Where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of seven (7) hours per day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be seven (7) hours per designated paid holiday for a full-time employee and prorated for a part-time employee.

15.4 Rest Periods

All employees shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (32) hours, but not more than six (6) hours, shall receive one rest period during such a shift. 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 the end of the shift. Rest periods shall be taken without loss of pay to the employees.

15.5 Point of Assembly

(a) *Office Staff* - the point of assembly will be the head office of the employee.

(b) *Field Staff* - when the employee resides within the area traditionally known as the Dairy Herd Improvement Association area, his/her point of assembly shall be his/her residence. When the employee resides outside the Dairy Herd Improvement Association area, a point of assembly will be mutually agreed to by the Union and the management.

15.6 Flextime

The purpose of this Agreement, flextime means the hours worked by an employee who is given authority to:

- (a) choose their starting and finishing times; and
- (b) choose their length of work day within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement;
- (c) the employee cannot schedule his/her own time in such a manner as to cause the implementation of Article 16.

15.7 Modified Work Week

Office staff will be able to negotiate a modified work week. Work schedules must be mutually agreed.

If there is a dispute at the local level, the disputes will go to the principals to be resolved.

ARTICLE 16 - OVERTIME

16.1 Definitions

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

16.2 Authorization and Application of Overtime

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

(c) Employees have the option of being compensated for overtime in cash or compensatory time off. If the employee elects to take compensatory time off, the employee shall make every reasonable effort to schedule such time off by mutual agreement within sixty (60) days from it being earned.

16.3 Overtime Entitlement

(a) An employee will be entitled to compensation for authorized overtime in excess of:

- (1) the scheduled daily hours; or
- (2) the maximum daily hours for those employees on flextime; or
- (3) the agreed averaging period.

(b) For the purpose of calculating the hourly rate for overtime, the employee's biweekly rate shall be divided by seventy (70).

(c) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

16.4 Recording of Overtime

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

16.5 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

- (1) time and one-half for first two (2) hours of overtime on a regularly scheduled work day; and
- (2) double time for hours worked in excess of (1);
- (3) double time for all hours worked on a day of rest.

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

(b) An employee who is required to work on a designated holiday shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Years when the additional compensation shall be at the rate of double time and one-half for all hours worked.

(c) An employee on travel status who is required to travel on business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) (1) Overtime compensation shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the Employer and the employee. Employees shall within sixty (60) days from the end of the month in which he/she worked overtime, schedule such earned time off.

- (2) (i) Any overtime owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to March 31 each year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of March or termination.

(ii) Notwithstanding (d)(1) above, an employee who is opted for compensatory time off (CTO) for overtime worked in one (1) calendar year may, by mutual agreement,

schedule the CTO to be taken by March 31, of the following calendar year, and the employee may not subsequently apply for monetary payout for the overtime.

16.6 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half (2 1/2) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (1/2) hour with pay will be given.

The overtime meal allowance shall be: \$9.50

(b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When an employee is not a standby and is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice (sufficient notice means one-half (1/2) hour to permit preparation of the meal normally taken to work) to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one (1) benefit for each meal.

16.7 No Layoff to Compensate for Overtime

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

16.8 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

16.9 Overtime for Part-time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and so is required to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, and up to and including the normal hours in the work day of a full-time employee.

(b) A part-time employee working less than the normal days per week or a full-time employee, and who is required to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.10 Callout Provisions

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

16.11 Rest Interval After Overtime

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

16.12 Sharing of Overtime

Overtime work shall be allocated equitably considering availability and location of employees.

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

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

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

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

17.2 Holidays Falling on Saturday or Sunday

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

17.3 Holiday Coinciding with a Day of Vacation

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

17.4 Christmas or New Year's Day Off

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

17.5 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) work days preceding a paid holiday, in which case he/she shall receive the higher rate. For employees who work in excess of seven (7) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of 450 working hours preceding a paid holiday.

17.6 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be by mutual agreement.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at double-time rate.

17.7 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of 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. The scheduling of the lieu day shall be by mutual agreement.

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

- (a) *Definitions:*
- (1) "*Vacation year*" - for the purposes of this Article a vacation year shall be the calendar year commencing January 1 and ending December 31.
- (2) "*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.
- (b) A regular full-time employee who has received at least ten (10) days pay at straight-time rates, except in the case where there is a mutually agreed reduction in time worked, in which case all vacation entitlements are prorated based on service seniority and vacation entitlement, for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Work Days
First to Fifth	15
Sixth.....	16
Seventh.....	17
Eighth.....	21
Ninth	22
Tenth	23
Eleventh	24
Twelfth.....	25
Thirteenth to Nineteenth	25
Twentieth and Thereafter	30

- (c) *Conversion of Hours* - Where an employee is granted vacation pursuant to this Article, and where the regularly scheduled work day is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.
- (d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.
- (e) Employees on staff as of July 1, 1974, who were entitled to special vacation leave shall continue to be entitled to special leave which in addition to their normal vacation leave shall not exceed twenty (20) work days per annum.
- (f) (1) *War Service* - service with the Active Forces of the Crown during any war may be counted in the calculation for vacation leave entitlement after the employee has completed one (1)

year's service with the Employer. This regulation applies solely to those who served as members of the Commonwealth Forces.

(2) *Duration of Wars* (recognized dates) - the recognized dates of duration of the following wars are:

World War II - from September 2, 1939 to June 30, 1947;

Korean Conflict - from August 7, 1950 to July 27, 1953.

(g) Discharge certificates must be presented before war service is recognized. It is not necessary that an individual shall have been employed immediately prior to any war nor to have joined the Employer immediately following war service. In other words, any war service with HM Forces may be added to his/her period of service with the Employer for the purpose of computing the required service for the additional vacation privilege.

18.2 Vacation Earnings for Partial Years

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter ($1\frac{1}{4}$) day for each month for which he/she earns ten (10) days' pay.

(2) Subject to Clause 18.11, any unused vacation earned during the first partial year will be paid to the employees on the final pay day of that year or provided as holidays within that year by mutual agreement.

(b) During the first and subsequent vacation years an employee will earn one twelfth ($1/12$) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates, except in the case where there is a mutually agreed reduction in the time worked, in which case all vacation entitlement is prorated. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Vacation Scheduling

(a) With the exception of authorized vacation carryover under Clause 18.11, the scheduling and completion of vacation shall be on a calendar year basis.

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year, etc.

(c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

18.4 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 he/she chooses to take her vacation entitlement. However, all employees shall be allowed to take at least four (4) weeks of their vacation entitlement during the period April 15 to October 15, inclusive, which shall be defined as the prime time vacation period.

For those employees who have more than four (4) weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time period if they so desire.

18.5 Vacation Preference

Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of service seniority. Where an employee chooses to split his/her vacation, his/her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

Regular vacation shall have priority over carried over vacation time during the prime time vacation period.

Employees shall be entitled to at least three (3) weeks of his/her vacation in an unbroken period. An employee shall be entitled to take any entitlement in excess of three (3) weeks in a further unbroken period. An employee shall be entitled to take his/her full vacation entitlement in an unbroken period not less than once every three (3) years.

18.6 Vacation Schedules

Vacation schedule forms shall be distributed by February 15 of each year. Employees shall make vacation selection by March 15 of each year. Employees shall be advised of the schedule by March 31. An employee who does not exercise his/her seniority rights within two (2) weeks after receiving the vacation schedule, shall not be entitled to exercise these rights with respect to any vacation time previously selected by an employees with less seniority.

An employee that is transferred to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice. If an employee is transferred by the Employer, he/she will be given the vacation time previously selected.

- (a) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (b) The Employer shall make every effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (c) The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by March 15 except for vacation to be carried over as allowed under 18.10.

18.7 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) work days preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing or an electronic transfer directly to an account of the employee's choice.
- (c) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular paycheque issued during the vacation period.

18.8 Approved Leave of Absence with Pay During Vacation

When an employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.3 and 20.10 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually

agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.9 Pre-retirement Leave

- (a) An employee scheduled to retire and to receive superannuation allowance under the Pension (Public Service) Act, or who has reached the mandatory retiring age, shall be entitled to:
 - (1) a special paid leave for a period equivalent to fifty percent (50%) of his/her accumulated sick bank credit, to be taken immediately prior to retirement; or
 - (2) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of his/her accumulated sick bank credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.
- (b) Sick bank credit for the purpose of this Clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.
- (c) Where an employee is permitted to purchase a period of war service under the Pension (Public Service) Act at retirement, he/she may use all or part of his/her entitlement for the purchase of war service.

18.10 Vacation Carryover

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days vacation leave into their first vacation year. Except as provided in Clause 18.2(b), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.11 Callback from Vacation

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

18.12 Vacation Credits Upon Death

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

18.13 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final month of service.

ARTICLE 19 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY

Effective January 1, 2002 regular employees (full-time and part-time) shall pay the cost of premiums.

ARTICLE 20 - LEAVES OF ABSENCE**20.1 Bereavement Leave**

The Employer will grant the following leaves with pay:

- (a) In the case of bereavement in the immediate family (defined as employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, or any other relative permanently residing in the employee's household) the employee will be entitled to a maximum of five (5) work days' leave.
- (b) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (c) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.2 Other Leave

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

- (a)
 - (1) birth or adoption of the employee's child..... one (1) day;
 - (2) for serious household or domestic emergency one (1) day;
 - (3) attend his/her formal hearing to become a Canadian citizen one (1) day;
 - (4) attend funeral - as a pall bearer or mourner one-half (½) day
 - (5) court appearance for hearing of employee's child..... one (1) day;
 - (6) family illness..... two (2) days;
 - (7) to write examinations for courses approved by the Employer..... day of examination;
 - (8) to attend courses at the request of the Employer length of course;
 - (9) marriage of an employee..... three (3) days;
 - (10) attend wedding of employee's child during work week..... one (1) day;
 - (11) moving household furniture and effects one (1) day, not more than 1 per year.

In all of the foregoing cases, the employee will provide the Employer with as much notice as possible of his/her need for leave.

- (b) Additionally, the Employer may grant leave without pay for the following leaves of absence:
 - (1) for employees to seek election in municipal, provincial or federal election for a maximum period of ninety (90) days;
 - (2) for employees selected for a full-time position with the Union or any bodies which the Union is affiliated for a period of one (1) year;
 - (3) for employees elected to a public office for a maximum period of five (5) years;

- (4) for an employee elected to the position of President of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.
- (5) Court appearances where occasioned by the employee's private affairs.

It is understood that employees in the aforementioned leaves will not accrue seniority during their leaves.

(c) *Educational Courses*

The Employer may grant leaves for periods up to one (1) year.

In respect of the foregoing leaves, the employee must provide the Employer with the request for leave as early as possible.

20.3 General Leave

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

20.4 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.2(a)(6) and 20.12 shall not exceed ten (10) work days or seventy (70) hours per calendar year, unless additional special leave is approved by the Employer.

20.5 Maternity Leave

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

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than six (6) months.
- (b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner. Where an employee who is at work becomes ill or injured following the commencement of the eleven (11) week period in (b) above, such illness or injury shall be covered by application of the Short Term Illness or Injury Plan as follows:
 - (1) where the illness or injury is not directly related to the condition of pregnancy, STIIP coverage may extend to the scheduled date of commencement of maternity leave;
 - (2) where the illness is caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by STIIP;
- (d) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

- (e) 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.
- (f) Notwithstanding Article 18.1(b) and 18.10, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.10.
- (g) Maternity leave for employees in their first six (6) calendar months of employment shall be in accordance with the Employment Standards Act.

20.6 Adoption Leave

- (a) Upon request, and after six (6) calendar months have passed from the date he/she commenced employment, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees, the employees will decide which of them will apply for the leave.
- (b) On return from adoption leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.

20.7 Seniority Rights on Re-employment

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

20.8 Extension of Maternity Leave

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

20.9 Leave for Court Appearances

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

20.10 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 his/her ballot.

20.11 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.5.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.5 the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. 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.

20.12 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.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**21.1 Statutory Compliance**

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

21.2 Joint Occupational Health and Safety Committee

See Article 29 - Labour/Management Committee

21.3 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the Labour/Management Committee; or
- (b) a person designated by the Labour/Management Committee,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workers' Compensation Act.

Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, he/she shall not be subject to disciplinary action.

21.4 Injury Pay Provisions

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

21.5 Transportation of Accident Victims

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

21.6 Pollution Control

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

21.7 Investigation of Accidents

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

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

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

21.8 Video Display Terminals

- (a) *Eye Examinations* - Employees who are required to work with video display terminals for a majority of their daily work time shall be entitled to the following:
 - (1) eye examination by an Ophthalmologist/Optomtrist of the employee's choice once per year;
 - (2) the B.C. Dairy Herd Improvement Services shall grant leave of absence with pay for employees to have such tests and the B.C. Dairy Herd Improvement Services shall assume the costs of such tests where such costs are not covered by insurance;
 - (3) if "*special glasses*" are required, the B.C. Dairy Herd Improvement Services will provide BOLLE, COMPUT-IREX, VDT GLASSES, either clip-on or glasses, on request.
- (b) *Rest Breaks* - Employees who operate video display terminals on a continuous basis shall be entitled to two (2) ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.
- (c) *Pregnancy* - A pregnant employee shall not be required to operate a video display terminal. Such employees may elect to take alternative work which shall be offered by the B.C. Dairy Herd Improvement Services, or the employee may elect to take unpaid leave of absence.
- (d) Where, in the opinion of the operator's doctor, the work is in any way detrimental to her health or well being, the employee may request a review of the job duties. The B.C. Dairy Herd Improvement

Services will endeavour to assign the VDT operator an alternate position within the same classification or to alternate duties.

(e) *Equipment and Work Environment* - The B.C. Dairy Improvement Services agrees to maintain VDT equipment and the work environment in accordance with standards established by the Ministry of Labour.

(f) The B.C. Dairy Herd Improvement Services shall ensure that new equipment has adjustable keyboards and screens.

ARTICLE 22 - TECHNOLOGICAL CHANGE

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

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

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

Definition - Technological Change:

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

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

(1) *Advance Notice* - Two (2) months before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

(2) *Commencement of Negotiations* - The Employer and the Union shall, within fourteen (14) days of the date of the notice, commence collective bargaining for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, the Collective Agreement should be amended.

(iii) The written notice identified in 22.1(c)(1)(ii)(1) will provide the following information

(1) the nature of the change(s);
(2) the anticipated date(s) on which the Employer plans to effect change(s);
(3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below;

(iv) Where a notice of technological change has been given pursuant to Article 22.1(c)(1)(ii)(1):

(1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion

of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 14.

(2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

(3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 14 or 28 as appropriate.

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

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - HEALTH AND WELFARE PLANS

24.1 General Provisions

- (a) With the exception of the Short Term Disability Plan, and the Orthodontic Services Plan, regular employees' eligibility for coverage under the plans provided for in Article 24 shall commence on the day following the day that the employee has completed six (6) months of active service with the Employer.
- (b) Eligibility for coverage under the Short Term Disability Plan will commence on the day following the day the regular employee has completed three (3) months of active service with the Employer. Eligibility for coverage of temporary employees under the Short Term Disability Plan is described in Article 28.9.
- (c) Eligibility for coverage under the Orthodontic Dental Services Plan will commence after the regular employee has been in the active service of the Employer for a minimum of twelve (12) months.
- (d) The benefits provided for in this Agreement are payable by the insurer and not by the company.

24.2 Short Term Disability Plan

The employee shall pay the premiums for a mutually agreeable Short Term Disability Plan providing the following level of benefits:

- (a) seventy-five percent (75%) of the weekly equivalent of the employee's regular rate of earnings from the Employer, excluding overtime, bonuses or any other special compensation, to a maximum of seven hundred dollars (\$700) per week, for a maximum period of seventeen (17) weeks;
- (b) benefits under the Short Term Disability Plan will commence on the day following the sixth (6th) working day of the employee's disability.

24.3 Long Term Disability Plan

The employee shall pay the premiums for a mutually agreeable Long Term Disability Plan providing the following level of benefits:

- (a) sixty-eight point three percent (68.3%) of the first one thousand nine hundred dollars (\$1,900) of the employee's monthly earnings, plus fifty percent (50%) of the excess monthly earnings, defined as the monthly equivalent of the employees regular rate of earnings from the Employer, excluding overtime, bonuses, or any other special compensation, with a minimum of fifty dollars (\$50) per month, and a maximum of five thousand dollars (\$5000) per month;
- (b) benefits under the Long Term Disability Plan will become payable on the day following the one hundred and twentieth (120th) day of the employee's disability.

24.4 Extended Health Care Plan

The Employer shall pay the premiums for a mutually acceptable Extended Health Care Plan.

24.5 Dental Plan

The Employer shall pay the premiums for a mutually acceptable dental plan providing the following levels of benefits:

- (a) *Basic Dental Services*: 100% coverage;
- (b) *Additional Basic Dental Services*: 100% coverage;
- (c) *Major Dental Services*: 60% coverage;
- (d) *Orthodontic Dental Services*: 50% coverage, subject to a lifetime maximum of \$1,750.

Classification of dental services into the above categories shall be determined by the relevant provisions of the Dental Plan.

24.6 Group Life Plan

The Employer shall pay the premiums for a mutually acceptable group life insurance plan providing the following:

- (a) benefits equal to two times (2x) the employee's rate of annual earnings, with a minimum of sixty-five thousand dollars (\$65,000), and a maximum of one hundred and fifty thousand dollars (\$150,000);
- (b) the group life plan shall include mutually acceptable benefits for accidental dismemberment.

24.7 Air Travel Insurance

When an employee is required to travel on Employer business the Employer shall pay the premium for travel flight insurance for that trip.

24.8 Medical Examination

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

24.9

Any regular employee who by mutual agreement reduces his/her hours will pay a prorated portion of the Employer's cost of coverage equal to the percentage of hours worked in order to maintain full coverage for himself/herself and their dependents.

24.10 Health and Welfare Plans

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

- (b) The Employer will consult the Joint Advisory Committee before developing any pamphlet explaining the highlight of the plans for distribution to the employees. The cost of such pamphlet is to be borne by the Employer.
- (c) The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan for regular Employees will be returned to the Employer.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.1 Equal Pay

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

25.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Temporary employees shall receive their paycheque no later than four weeks after they commenced employment.
- (b) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Unless the employee indicates otherwise that where the Employer provides for direct deposit, employee participation shall be compulsory.
- (c) When a pay day falls on an employee's rest day, the Employer shall issue the paycheque on the last shift worked prior to the payday, provided the cheque is available.
- (d) If the paycheque is not available on the payday, the Employer shall arrange for the employee to be provided on the pay day with adequate advance of his/her salary.

25.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rate of pay negotiated by the Parties to this Agreement. An employee who severed his/her employment between April 1, 1991 and the date of signing of this Agreement shall be entitled to receive full retroactivity of an increase in salary upon written request.
- (b) The distribution of paycheque shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) The rates of pay are recorded in Appendix 1.

<i>Wages:</i>	• Effective January 1, 2002 (retroactive)	= 2% across the board
	• Effective January 1, 2003	= 1% across the board
	• Effective January 1, 2004	= 1% across the board

25.4 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties, of a higher paying position, he/she shall receive the rate of pay for the job.
- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in a higher position as defined in the functional job description.

25.5 Vehicle Allowance

Vehicle allowance for all distances travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties. The vehicle allowance shall be

.36 cents per km for the duration of the Collective Agreement to December 31, 2004.

25.6 Meal Allowance

Effective upon signing:

Breakfast	\$ 8.00
Lunch	10.00
Dinner	17.00

25.7 Relocation Expense

Regular employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expense in accordance with Memorandum of Understanding, Board and Lodging and Relocation Expenses, Appendix 2.

25.8 Retirement Allowance

(a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the Pension (Public Service) Act is entitled to receive superannuation allowance on retirement, is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary to a maximum benefit of three (3) months' salary.

$$\frac{\text{Biweekly Rate} \times 26.0892857}{12}$$

12

25.9 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education.

25.10 Telephone Allowance

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

25.11 Salary Rate on Demotion

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

25.12 Hourly, Daily and Partial Month Calculations

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Annual Salary}}{26.0892857} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.0892857} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{70} = \text{Hourly Rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Biweekly Rate} \times 26.0892857}{12}$$

The formula for paying a partial salary to employees paid on a biweekly basis is:

$$\text{Salary} = \frac{\text{Hrs. worked plus paid holidays} \times \text{biweekly salary}}{\text{Hrs. scheduled plus paid holiday (paid holiday = 7 hrs)}}$$

When an article in this Agreement has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period pay day to the specified day.

25.13 Accommodation, Board and Lodging

Public accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Memorandum of Understanding Board and Lodging and Relocation Expenses, Appendix 2.

25.14 Upgrading Qualifications

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

25.15 Work Clothing

- (a) Coveralls shall be provided for all Dairy Herd inspectors when requested. A dress policy will be recommended by the Joint Advisory Committee and the Employer may make participation compulsory.
- (b) Each Dairy Herd Inspector will be provided with an allowance for rubber boot purchase, each year, to a maximum of forty dollars (\$40).
- (c) New regular Dairy Herd Inspectors will be eligible for two (2) pairs of coveralls and one (1) pair of rubber boots as soon as possible after hiring date.

25.16 Internet

The Employer shall pay the basic fee for ten (10) hours per month minimum for Internet service. Time on the Internet will be included as hours worked as per Article 15.2(a)(2).

ARTICLE 26 - CLASSIFICATION AND RECLASSIFICATION**26.1 Classification Specifications**

The Employer agrees to supply the President of the Union or his/her designate with the classification specifications for those classifications in the bargaining unit.

26.2 Classification and Salary Assignments

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the Parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the Parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within thirty (30) days to the special arbitrator agreed by the Parties who shall determine the new rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the Parties or the date set by the arbitrator but, in any event, not earlier than the date of implementation.
- (e) All classifications and steps within each classification are available to all employees. Any movement will be based on merit (the employee must demonstrate the ability and competency to handle the duties as defined in the position description) and will be dependent on a performance evaluation by the Field Services Manager, or a designated Technician III.
- (f) Formal performance reviews can be expected to be conducted yearly.

26.3 Classification Appeal Procedure

An employee shall have the right to appeal, through the Union, the classification of the position he/she occupies. Such an appeal shall be in accordance with the provisions of this Clause and shall not be considered a grievance under Article 7 of this Agreement:

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she shall discuss the classification or grade with his/her immediate supervisor.
- (b) The supervisor shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) Upon request, the employee and his/her immediate supervisor shall discuss this statement by comparison with the classification specification(s).
- (d) If there is a dispute between the supervisor and the employee concerning the classification or grade of the position he/she occupies, or if the employee believes there is a conflict between his/her classification specification and the statement of duties, the employee may initiate a formal appeal by completing a "Classification Appeal Form" and forwarding it to the Employer. The Employer shall respond in written form within sixty (60) days of the receipt of such a request.
- (e) If there remains a dispute respecting the classification or grade, the employee may process the completed "Classification Appeal Form" through the Union to be filed with the Employer within sixty

(60) days of receipt of written notification of the Employer's decision. The Employer shall review the appeal and respond to the Union with a full explanation of its decision within sixty (60) days of the date of submission.

(f) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter, within sixty (60) days, to the classification referee who shall make a final and binding decision in accordance with the procedures agreed by the Parties of this purpose.

(g) The time limits referred to in this Clause will only apply to disputes arising subsequent to the date of signing of this Agreement, and may be extended by mutual agreement.

(h) Effective rate of any resulting change in classification shall be the first day of the biweekly pay period following the date of receipt by the Employer of the employee's Classification Appeal Form, submitted pursuant to 26.3(d).

ARTICLE 27 - LABOUR/MANAGEMENT COMMITTEE

27.1 Definition of Labour/Management Committee

It is recognized by both Parties that from time to time there is a need to have the Employer and the Union meet and discuss various issues. This committee will meet once every six (6) months or more often if needed, unless mutually agreed to cancel. Such meetings can be called by either party and will be held as soon as schedules permit or other time(s) as agreed to by both Parties. The subject matter of such committee meetings, will include, but not be limited to, the subjects outlined in 27.2.

The Committee will be composed of two (2) Union representatives and two (2) Employer representatives. This Committee may call upon additional persons for technical information or advice.

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining. The Committee is advisory only and its recommendations are not binding on the Parties.

27.2 Areas of Responsibility

The following is a list of areas the Committee is responsible for. Other subjects may be added by mutual agreement of the Parties.

- (a) *Contract Policy* - general discussion of policy and interpretation of the contract.
- (b) *Rehabilitation Committee* - discuss methods of returning ill or injured employees to gainful employment.
- (c) *Relocation, Training and Placement* - in the event of layoff the Committee will discuss all aspects of the situation to minimize the impact of affected employees.
- (d) *Scheduling of Work Hours* - in the event of any major change in present work patterns the Committee will be consulted.
- (e) *Education Leave* - the Committee will discuss upgrading of employees qualification and long term education criterion.
- (f) *Health and Safety* - the Committee will review, on an ongoing basis, safety and health hazards in the work place.
- (g) *Technological Change* - the Committee will consult on the impact of technological changes.
- (h) *Job Evaluation* - the Committee will discuss, review and put into place a job evaluation plan.

- (i) *Indemnity* - the Committee will consider cases where an employee may be wilfully negligent and liable to action by the Employer.
- (j) *Reorganization* - in the event of substantial reorganization the Committee will discuss methods of reducing the effect on the employees.
- (k) *Ad Hoc Committee* - any other committee as mutually agreed upon.

27.3 Chairperson of Committee

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

ARTICLE 28 - TEMPORARY EMPLOYEES

28.1 Temporary Employees

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

28.2 Seniority

- (a) (1) For the purpose of layoff and recall, a temporary employee who has worked in excess of thirty (30) days shall accumulated service and classification seniority within a seniority unit, on the basis of:
 - (i) all hours worked at the straight-time rate;
 - (ii) designated paid holidays or days off in lieu in accordance with Clause 28.7;
 - (iii) annual vacation in accordance with Clause 28.8;
 - (iv) leave pursuant to Clause 28.11.
- (2) The total hours above shall be converted to a seven (7) hour shift to establish seniority.
- (b) Upon completing thirty (30) work days (seven hour shifts), a temporary employee, subject to Clause 28.3, shall retain his/her service and classification seniority if he/she is moved by the Employer from one seniority unit to another.
- (c) For the purpose of layoff and recall, temporary employees who are on a claim recognized by the Workers' Compensation Board which arises out of work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.
- (d) A current work unit service seniority list shall be circulated annually in each seniority unit.

28.3 Loss of Seniority

A temporary employee will lose his/her service and classification seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is on layoff for more than nine (9) months;

(d) he/she is unavailable for, or declines, three (3) offers of re-employment as provided in Clause 28.4; or

(e) he/she becomes a regular employee

28.4 Layoff and Recall

(a) Layoff of temporary employees shall be by classification in reverse order of service seniority within a seniority unit.

(b) Temporary employees on layoff shall be recalled in order of service seniority within a seniority unit, provided the temporary employee is qualified to carry out the work which is available.

(c) Notwithstanding (a) above, temporary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.

(d) Temporary employees hired for special projects, as mutually agreed to between the Employer and the Union shall be considered terminated for cause in accordance with Clause 28.3 upon completion of their project or program.

28.5 Application of Agreement

Except as otherwise noted in this Article, the provisions of Articles 10, 14, 17, 18, 19, 20 and 24 do not apply to temporary employees. The provisions of other Articles apply to temporary employees, except as otherwise indicated.

28.6 Designated Paid Holidays

(a) Temporary employees shall be compensated for the paid holiday who have:

(1) been scheduled, by the Employer, to work the day before and the day after a paid holiday; or

(2) worked fifteen (15) of the previous thirty (30) days; or

(3) worked at least one hundred and five (105) hours at the straight-time rate in the previous thirty (30) days.

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

(b) A temporary employee who is qualified in (a) to receive compensation of the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.

28.7 Annual Vacation

(a) Temporary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings for the first ten (10) years of service, and eight percent (8%) thereafter. Earned vacation pay will be paid out upon request.

(b) If a temporary employees, working more than seventy-five percent (75%) of regular hours, desires to be compensated by paid leave at a mutually agreeable time, he/she may request this.

28.8 Health & Welfare

In lieu of health and welfare benefits, temporary employees shall receive compensation of forty-seven cents (47½) per working hour, up to a maximum of thirty-two dollars and ninety cents (\$32.90) per biweekly period.

28.9 Short Term Disability Coverage for Temporary Employees

- (a) Clause 28.8 will not apply when a temporary employee is receiving benefits under this clause.
- (b) Upon the accumulation of four hundred (400) hours within a fifteen (15) month period with the Employer, the employee shall pay the premiums for a mutually agreeable non-taxable weekly indemnity plan providing the following level of benefits:
 - (1) sixty percent (60%) of the weekly equivalent of the employee's regular rate of earnings from the Employer excluding overtime, bonuses or any other special compensation, to a maximum of seven hundred (\$700) per week for a maximum period of fifteen (15) weeks. Weekly earnings are to be calculated by averaging the straight time hours paid in the employee's six (6) most recent biweekly pay periods in which the earnings occurred.
 - (2) eligibility for benefits will commence on the fifteenth (15th) day of illness.
- (c) Eligibility for the payment of weekly indemnity benefits will be reinstated:
 - (1) in the case of new illness, after the temporary employee returns to active employment following the most recent absence due to that illness, and accumulates four hundred (400) more hours of temporary seniority with Employer.
- (d) The payment of weekly indemnity benefits for a temporary employee who is laid off or separated prior to termination of his/her illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two (2) months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.
- (e) Employees hired before May 1, 2002 have the one time option to waive coverage under this policy.

28.10 Medical, Dental & Group Life Insurance

- (a) Temporary employees will be eligible for coverage under Clauses 24.1, 24.2, 24.3 and 24.4 after completion of 1827 hours worked in a fifteen (15) month period. Such temporary employees receiving benefits under this clause will not receive the forty-seven cents (47½) per hour under Clause 28.8.
- (b) A temporary employee will cease to be entitled to coverage under (a) above when he/she loses his/her seniority in accordance with Clause 28.4(a), (b), (c) or (d).
- (c) Temporary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three (3) consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- (d) When a temporary employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.
- (e) Employees hired before May 1, 2002 have the one time option to waive coverage under this policy.

ARTICLE 29 - GENERAL CONDITIONS

29.1 Indemnity

(a) *Civil Action* - except where the Labour/Management Committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of his/her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions* - where an employee is charged with an offense resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

(c) At the option of the Employer, the Employer may provide for legal services in the defense of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

(d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

29.2 Payroll Deductions

An employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds.

29.3 Copies of Agreements

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

The Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for fifty percent (50%) of the distribution costs.

(b) The cover of the Agreement shall read as follows:

AGREEMENT
between the
B.C. DAIRY HERD IMPROVEMENT SERVICES
represented by the
BOARD OF DIRECTORS
and the
MANAGEMENT OF B.C. DAIRY HERD IMPROVEMENT SERVICES
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
Effective from _____ to _____, 20__.

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

29.4 Travel Advance

Employees who are required to travel for work outside his/her headquarters or geographic location, upon request, shall be provided with an adequate travel advance.

29.5 Private Vehicle Damage

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to one hundred dollars (\$100).

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

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

30.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after but in any event not later than midnight October 31, 2004.
- (b) Where no notice is given by either Party prior to October 31, 2004, both Parties shall be deemed to have given notice under this Clause and thereupon Clause 30.3 applies.
- (c) All notice on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager.

30.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 30.2, the Parties shall within fourteen (14) days after the notice was given, commence collective bargaining.

30.4 Change in Agreement

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

30.5 Agreement to Continue in Force

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

30.6 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Mike Slomp, General Manager

Lynda Devalera, Bargaining Committee

Roy Wright, Bargaining Committee

Tyler Mackenzie, Bargaining Committee

Sharon Bronson, Staff Representative

Dated this _____ day of _____, 200__.

**APPENDIX 1
CLASSIFICATIONS & PAY SCALES**

SALARY SCHEDULE

Base Rate including Split Shift

Classification		Effective (2%) Jan. 1, 2002	Effective (1%) Jan. 1, 2003	Effective (1%) Jan. 1, 2004
Dairy Herd Inspector 1	<i>Step 1:</i>	\$1,134.91	\$1,146.26	\$1,157.72
	<i>Step 2:</i>	1,170.61	1,182.32	1,194.14
	<i>Step 3:</i>	1,206.32	1,218.39	1,230.57
Dairy Herd Inspector 2	<i>Step 1:</i>	1,234.33	1,246.68	1,259.14
	<i>Step 2:</i>	1,276.68	1,289.45	1,302.34
	<i>Step 3:</i>	1,318.51	1,331.70	1,345.02
Dairy Herd Inspector 3	<i>Step 1:</i>	1,351.03	1,364.54	1,378.19
	<i>Step 2:</i>	1,405.75	1,419.81	1,434.01
	<i>Step 3:</i>	1,460.45	1,475.05	1,489.80

APPENDIX 2
MEMORANDUM OF UNDERSTANDING 1
BOARD & LODGING & RELOCATION EXPENSES

Definitions:

For the purpose of these regulations:

"*stationary employees*" - are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

"*field status employees*" - are those who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

"*travel status*" - with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on Employer business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"*headquarters of geographic location*" - is that area within a radius of thirty-two (32) kilometres where employees ordinarily perform their duties.

"*dependents*" - for the purpose of definition, dependents are spouse, dependent children and anyone for whom the employee claims exemption on Federal Income Tax returns;

"*private dwelling house*" - refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "*House*", "*residence*" and "*property*" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes.

"*reasonable amount of property*"-where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "*reasonable amount*" (i.e. hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

PART I - BOARD & LODGING REGULATIONS

1.1 Travel Status

The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

- (a) "*stationary*" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis;
- (b) "*seasonal field*" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis; or
- (c) notwithstanding any provisions contained in (1) or (2), travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

1.2 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

PART II - RELOCATION EXPENSES

2.1 Policy

- (a) Relocation expenses will apply:
 - (1) to employees who have to move from one geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another geographic location;
 - (2) to employees who have to move from one geographic location to another at the Employer's request to fill a position which is permanently located at another geographic location.
- (b) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

- (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) 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 expense levels as set out in this Agreement.

- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move his/her own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) three hundred dollars (\$300) for a move not exceeding a distance of two hundred and forty (240) kilometres;
 - (2) six hundred dollars (\$600) for a move which exceeds a distance of two hundred and forty (240) kilometres;
 - (3) one hundred and twenty-five dollars (\$125) where the employee is entitled to receive the amount pursuant to Section 2.6(c).
- (f) where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.5 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one (1) personal vehicle and one (1) trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or vehicle and trailer, where applicable, may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

2.6 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location-four hundred and twenty-five dollars (\$425);
- (b) when the employee is moving to rental accommodation in the new location-one hundred and seventy-five dollars (\$175);
- (c) when the employee is moving to room and board-seventy-five dollars (\$75);
- (d) when an employee is moving with a mobile home - one hundred and twenty-five dollars (\$125).

The application for incidental expenses on relocation must be made by the employee on the appropriate form within sixty (60) days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within sixty (60) days of suitable housing becoming available.

2.7 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) month's notice shall be given. Where less than one (1) month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

2.8 Requested Relocation by Employee

Where an employee requests a relocation from one geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

2.9 Real Estate and Legal Fees

On relocation or within one (1) year of the effective date of relocation, an employee who purchases and/or sells his/her private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) reimbursement of fees to a maximum of four thousand, five hundred dollars (\$4,500) charged by a real estate agency for the selling of the employee's private dwelling home in which he/she resided immediately prior to relocation.
- (b) an employee who has sold his/her own home without the aid of a realtor shall be entitled to claim seven hundred and fifty dollars (\$750).
- (c) allowance for legal fees encumbered upon the employee because of the purchase of his/her private dwelling in which he/she lives after relocation will be paid in accordance with the following:
 - one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
 - one-half (½) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000);
 - the total cost to the Employer under Part (c) shall not exceed eight hundred dollars (\$800).
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months to relocation (i.e., foundation poured), he/she shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

**APPENDIX 3
ARBITRATOR**

I, _____, Arbitrator, agree that in consideration of the acceptance by the B.C. Government and Service Employees' Union and the B.C. Dairy Herd Improvement Services of myself as an Arbitrator, I will render a decision in writing within sixty (60) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which elapse beyond sixty (60) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree such cancellation is within seven (7) calendar days of the appointed hearing date.

Signature

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