

SECOND COLLECTIVE AGREEMENT

between

**BARTON BLACK & ROBERTSON
INSURANCE SERVICES LTD.
(previously known as Thompson Valley
Insurance Services Ltd.)**

and the

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

Effective from March 1, 2002 to February 28, 2005

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
OFFICES APPLICABLE TO THIS AGREEMENT**

(Toll Free Phone Numbers Are Intended for BCGEU Member Use Only)

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Members of this Bargaining Unit are in BCGEU Component 17, Local 1705

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DEFINITIONS

For the purpose of clarification:

- (a) "**Bargaining unit**" means employees of Barton Black & Robertson Insurance Services Ltd. to whom the certification, issued by the appropriate legislative authority, applies, except those excluded by the Act or pursuant to Clause 2.1 of this Agreement.
- (b) "**Demotion**" means a change from an employee's position to one with a lower maximum salary.
- (c) "**Employee**" means a member of the bargaining unit and includes:
 - (1) "**full-time employee**" -- meaning an employee hired to work on a full-time basis in a regular continuing position;
 - (2) "**part-time employee**" -- meaning an employee who is employed to work regularly-scheduled hours or days on a continuous basis to meet the hours of operation of the Branch but who works less than full-time hours;
 - (3) "**casual employee**" -- meaning an employee who is employed on an on-call basis to cover work opportunities such as:
 - (i) temporary positions created to cover employees on vacation, or approved leave of absence including absence for reason of illness;
 - (ii) incidental assignments to carry out special projects and to address additional workload demands.

The Employer agrees that the number of part-time and casual employees will be kept to a minimum so as to ensure that the need for full-time employees is not reduced.

- (d) "**Employer**" means Barton Black & Robertson Insurance Services Ltd.
- (e) "**Lateral transfer**" or "**transfer**" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (f) "**Layoff**" is a cessation of employment or a reduction in the hours as a result of a reduction of the amount of work required to be done by the Employer and where, should work become available, employees will be recalled in accordance with this Agreement.
- (g) "**Leave of absence with pay**" means to be absent from duty with permission and with pay.
- (h) "**Leave of absence without pay**" means to be absent from duty with permission but without pay.
- (i) "**Probationary period**" means all employees shall be considered probationary for the ninety (90) calendar days following date of hire.
- (j) "**Promotion**" means a change from an employee's position to one with a higher maximum salary level.
- (k) "**Shift**" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
- (l) "**Union**" means the B.C. Government and Service Employees' Union (BCGEU).
- (m) "**Workday**" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer, its employees and the Union, and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote the mutual interests of the Employer and its employees.

1.2 Discrimination and Harassment

- (a) The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia. Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate against a person(s) on the grounds of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.
- (b) The Parties recognize the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meets the acceptable social standard of the workplace. The Parties agree to maintain such an environment.
- (c) The personal rights of employees shall be respected by both Parties and in recognition thereof the Parties agree that all included and excluded employees have the right to work in an environment free from harassment. To this end the Parties support and subscribe to the principles, philosophy, and accountabilities expressed and established in the Employer's Corporate "Harassment in the Workplace" policy.
- (d) The Parties recognize that allegations of harassment may involve sensitive disclosures. Confidentiality is required so as to ensure that those who may have been harassed feel free to come forward, and to also ensure that the reputations of both the complainant and the respondent may be protected.
- (e) A formal written complaint, where initiated, must be filed within thirty (30) days of the alleged occurrence to the first excluded level of management not involved in the matter. Within five (5) workdays of receipt of the complaint, the Employer's designate shall notify the local Staff Representative in writing that a complaint has been received and provide the names of the complainant and the respondent(s).
- (f) Pending the determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence. The respondent shall have the right to receive a copy of the allegations and to be given a full opportunity to respond to them.
- (g) The Employer shall conclude its investigation of the complaint within ten (10) workdays of receiving it. An extension for the investigation period may be requested of, and granted by, the local Staff Representative. The extension, if granted, shall not, in any event, be longer than twenty (20) workdays from the date of receipt of the written complaint.
- (h) Both the complainant and the respondent (if a member of the bargaining unit) shall be instructed of their right to have a steward present during all meetings convened during the course of the investigation. Each Party shall have the right to be represented independently.
- (i) The Employer's designate shall complete a written report within three (3) workdays of the completion of the investigation. The complainant, the respondent, and the local Staff Representative shall be apprised of the recommendation(s) and/or action(s) to be taken.

(j) Where disciplinary action is pursued by the Employer it shall be subject to the provisions of Article 9 of this Agreement.

(k) Where the complainant or the respondent is not satisfied with the final disposition of the matter, the dissatisfied Party may initiate a grievance at Step 3 of the procedure within five (5) workdays of receipt of the Employer's recommendations.

(l) Where a grievance has been initiated, the Employer agrees to fully disclose to the local Staff Representative, all information gathered during the course of its investigation which may be relied upon in a hearing. The Union shall provide to the Employer the facts upon which it relies in advancing the grievance.

(m) The foregoing provisions do not preclude an employee from filing a complaint pursuant to Section 8 of the B.C. Human Rights Act, however, an employee shall not be entitled to duplication of process.

1.3 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.4 Gender/Singular and Plural

In this Agreement whenever the female pronoun is used, it shall be deemed to include the male pronoun or vice versa and, likewise, whenever the singular is used it shall be deemed to include the plural, as the context requires.

ARTICLE 2 - UNION RECOGNITION & RIGHTS

2.1 Bargaining Unit Defined

(a) The "***bargaining unit***" shall comprise all employees of **Barton Black & Robertson Insurance Services Ltd.** included in the certificate issued by the Labour Relations Board except those persons in positions deemed excluded:

- (1) by mutual agreement between the Parties, or
- (2) by virtue of a decision by the Labour Relations Board of British Columbia.

(b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.

(c) If no agreement is reached within thirty (30) days of the notification either Party may refer the matter to the Labour Relations Board for a final and binding determination.

2.2 Bargaining Agent Recognition

(a) 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 May 26, 1998 and thereafter amended, applies.

(b) All employees hired into the bargaining unit shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the provisions of Section 17 of the Labour Relations Code).

2.3 Correspondence

Correspondence or any notice required to be given by one Party to the other shall be mailed or delivered by hand as follows:

- (a) in the event of correspondence to the Employer:

President
Barton Black & Robertson Insurance Services Ltd.
100-206 Seymour Street
Kamloops, B.C. V2C 2E5

- (b) in the event of correspondence sent to the Union:

B.C. Government and Service Employees' Union
353 Tranquille Road
Kamloops, B.C. V2B 3G4

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition & Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent the employees. The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area. It is agreed that the number of stewards shall not normally exceed one steward and one alternate steward per work group. A steward, or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor. It will not be the intention of the Union to conduct steward meetings during normal working hours.

2.7 Bulletin Boards

Bulletin boards will be supplied at each business location out of view of the public. The Union will be allowed to post notices approved by the chief steward on these bulletin boards provided they are not of a derogatory nature to the Employer.

2.8 Strikes/Lockouts

The Employer shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union nor any representative thereof, nor any employee, shall in any way authorize, encourage or participate in any strike walkout, suspension of work, or slow-down on the part of any employee or group of employees during the life of this Agreement.

2.9 Picket Lines

It shall not be a violation of this Agreement or cause for disciplinary action or discharge of any employee, in the performance of her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

2.10 Time Off for Union Business

- (a) As operational requirements permit, leave of absence without pay and without loss of seniority shall 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) for employees who are advisors pursuant to Clause 6.1(c) of the Union on the Labour-Management Relations Committee to attend meetings of that committee;
 - (5) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board;
- (b) Leave of absence, without loss of pay and seniority, shall be granted to up to three (3) employees who are elected to the Union Bargaining Committee while they are at formal meetings to carry on negotiations with the Employer. It is understood that no more than one (1) employee from any given Branch will sit on the Bargaining Committee at any one time. Overtime premiums will not be payable in relation to such leaves of absence.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

ARTICLE 3 - CHECK-OFF OF UNION DUES

- (a) All employees shall, as a condition of employment, maintain membership in good standing in the Union.
- (b) All employees, both present and future, must authorize the Employer, in writing to deduct Union dues and assessments from their wages monthly and to transmit the monies so collected to the Union together with a list of employees from whom such deductions have been made, and the amount so deducted from each employee. All amounts so deducted shall be certified by the Union to be in effect in accordance with the Union's Bylaws.
- (c) Deductions shall be made biweekly or weekly, as applicable, and remitted to the Union no later than the fifteenth (15th) day of the subsequent month, together with the following information: Social Insurance Number, Employee Name, Classification, Gross Pay, Dues, Address.
- (d) The Employer shall provide to each employee, without charge, an accounting of deductions made under this Article, suitable for use as a receipt for income tax purposes.

ARTICLE 4 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer shall acquaint all new employees of the fact that a Collective Agreement is in effect and introduce all new employees to the branch steward, so that the branch steward may present a copy of the Collective Agreement to the new employee. This introduction shall take place during the first five (5) days of employment of all new employees.

The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to the Employer and the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

- (a) Management shall have the exclusive right to hire new employees. Management shall promote, transfer, layoff, recall and exercise its rights in accordance and within the terms of this Collective Agreement. Management shall have the right to discharge and/or suspend employees for just cause in accordance with this Agreement.
- (b) The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfil its commitments and responsibilities, to maintain and enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives subject to the terms of this Collective Agreement.
- (c) Management retains all management rights that were hitherto exercised, and shall be exercised in future, with the exception of those management rights that are limited by this Collective Agreement.
- (d) Actual direction of the office staff will be under the authority delegated by the President to the **Operations Manager** who, in turn, may delegate any portion of these duties and authority to others in supervisory capacity.
- (e) This Article shall not be used in a discriminatory manner against any employee and the exercise of any rights under this Article shall not be inconsistent with or contrary to any of the terms or provisions of this Agreement.

ARTICLE 6 - LABOUR-MANAGEMENT RELATIONS COMMITTEE

6.1 Establishment of Committee

- (a) The Parties agree to the establishment of a standing committee, called the Labour-Management Relations Committee comprised of an equal number of Employer and Union representatives, the purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, and to discuss any subjects of mutual interest arising out of this Collective Agreement.
- (b) 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 representatives and, similarly, the Employer shall supply the Union with a list of its representatives to the Committee.
- (c) Where it is mutually agreed one (1) additional Union and/or management person may be added to the committee to act as an advisor, it is being understood that time spent by the Union advisor will not be reimbursed by the Employer.

6.2 Meetings of Committee

The Labour-Management Relations Committee shall meet as required. Such meetings will normally be scheduled during regular working hours where to do so will not interfere unreasonably with the operation of any branch, and those persons designated by the Union [not to exceed three (3) persons] shall not suffer loss of pay in the performance of her duties under this Article. Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer.

6.3 Chairperson of Committee

Chairpersons for Labour-Management Relations Committee meetings will be designated on a rotating basis; that is, a union committee person will chair the first meeting and an employer committee person will chair the second meeting and so on.

6.4 Jurisdiction of Committee

Either Party has the right to refer any matter or proposal discussed at the Labour-Management Relations Committee meeting to their respective principals for further direction, advice or ratification. The Committee shall not alter, amend or vary this Collective Agreement nor shall it have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement.

6.5 Mandate of Committee

Without restricting the generality of Article 6, the Labour-Management Relations Committee shall deal with:

- (a) occupational health and safety;
- (b) planned changes in the operations of the Employer;
- (c) the creation of new job classifications;
- (d) closing of a Branch or office within the bargaining unit;
- (e) on-the-job training program and workload issues;
- (f) compassionate transfer requests;
- (g) leave requests pursuant to Clause 18.4(b);
- (h) job descriptions;
- (i) alcohol and drug abuse;
- (j) technological change pursuant to Clause 21.2;
- (k) the work accommodation of handicapped or injured workers;
- (l) industry changes to licensing requirements;
- (m) job share requests;
- (n) corporate "*Harassment in the Workplace*" policy;
- (o) violence in the workplace.

ARTICLE 7 - GRIEVANCE PROCEDURE

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, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

7.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated excluded supervisor. The aggrieved employee may have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

7.3 Step 2 Presentation

- (a) An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 7.2 must do so by transmitting the grievance to the designated excluded supervisor no later than thirty (30) calendar days after the date:
- (1) on which she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
 - (2) on which she first became aware of the action or circumstances giving rise to the grievance.
- (b) The designated excluded supervisor shall:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) sign the grievance form indicating the date on which the grievance was received.

7.4 Time Limit to Reply at Step 2

The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) calendar days of receiving the grievance at Step 2.

7.5 Step 3

The President of the Union, or her designate, may present a grievance at Step 3 within fourteen (14) calendar days after the decision has been conveyed to her by the representative designated by the Employer to handle grievances at Step 2 or within fourteen (14) calendar days after the Employer's reply was due.

7.6 Step 3 Reply

- (a) Within fourteen (14) calendar days of receiving the grievance at Step 3 the Employer's designate and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate shall reply in writing to an employee's grievance within twenty-one (21) calendar days of receiving the grievance at Step 3.

7.7 Failure to Act

If the President of the Union, or her designate, does not present a grievance to the next 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 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by **Xpresspost, facsimile transmission, courier or other mutually agreeable means.**
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were **received by Canada Post, sent by facsimile transmission or accepted by a courier company, and received on the date they were delivered to the appropriate office of the Employer or the Union.**
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this clause shall not apply.

7.9 Union and Employer Grievance

- (a) The Employer may submit a grievance or complaint to the Union; similarly, the Union may submit a grievance or complaint to the Employer. A Union grievance shall be signed by the steward and/or the Union Representative. An Employer grievance shall be signed by the Employer's designate and submitted to the Union Area Staff Representative with a copy to the steward.
- (b) A grievance under this section by the Union or the Employer shall be filed in writing at Step 3 of the grievance procedure in the manner prescribed in Clauses 7.5 and 7.6 within forty (40) calendar days from the date upon which the incident or circumstances giving rise to the grievance first arose or from the date of first knowledge of the circumstances giving rise to the grievance. If the matter has not been satisfactorily resolved it may be submitted to arbitration in accordance with Article 8 of this Agreement.

7.10 Dismissal or Suspension Grievances

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within thirty (30) calendar days of the date on which the suspension occurred, or within thirty (30) calendar days of the employee receiving notice of dismissal or notice of suspension. The Parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously and an arbitration will take place within six (6) months of the occurrence, notwithstanding any of the provisions of Articles 7 and 8.

7.11 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 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.

7.12 Technical Objections to Grievances

Pursuant to the relevant sections of the Labour Relations Code it is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error 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.

7.13 Amending Time Limits

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

ARTICLE 8 - ARBITRATION

8.1 Notification

Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of the Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 7, notify the other Party within thirty (30) days of the receipt of the reply at the third step, of its desire to:

- (a) submit the difference or allegations to arbitration;

(b) make application under the appropriate section of the Labour Relations Code for a Settlement Officer. Where the appropriate section is used:

- (1) The thirty (30) day requirement to file the grievance at arbitration shall commence from the date of the hearing with the Settlement Officer;
- (2) the Parties will decide, prior to requesting a hearing with the Settlement Officer, whether the decision of the Settlement Officer shall be binding on the Parties.

8.2 Composition of Arbitration Panel

Upon receipt of notice to arbitrate the Parties will select a single arbitrator from the following list within fourteen (14) calendar days: Stephen Kelleher; Judi Korbin. Selection will be done on a rotational basis, subject to availability.

8.3 Board Procedure

In this Article the term "**Board**" means a single arbitrator. The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing. This time period may be altered by consent of the Parties.

8.4 Disagreement on Decision

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

8.5 Costs

Each Party shall pay their own costs and expenses of the arbitration and one-half (½) the remuneration and disbursement or expenses of the arbitrator.

ARTICLE 9 - DISCIPLINE, DISCHARGE AND SUSPENSION

9.1 Burden of Proof and Notice

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just cause, and notice or pay in lieu of notice may be given in the event of such discharge at the Employer's discretion. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.
- (b) All dismissals and suspensions will be subject to the formal grievance procedure under Article 7. A copy of the written notice of dismissal or suspension shall be forwarded to the local Union office within five (5) calendar days of the action being taken.
- (c) A rejection during probation shall not be considered a dismissal for the purpose of (a) above. The discharge of a probationary employee shall be based on suitability. The test of just cause for rejection during the probationary period shall be a test of suitability of the probationary employee for continued employment in the position provided that the factors involved in suitability could reasonably be expected to affect work performance. An employee's probationary period may be extended by agreement between the employee, the Employer, and the Union Staff Representative.

9.2 Licensing Requirement

It is recognized by the Parties that legislation requires all general insurance agents to be licensed through the Insurance Council of British Columbia. Where the license of a bargaining unit member is suspended, revoked, or put under supervision by the Insurance Council of British Columbia, the circumstances surrounding the loss of license shall be reviewed on a case by case basis. The outcome of the review may result in the granting of a leave of absence of not greater than twelve (12) months without pay or it may result in discipline up to and including discharge.

9.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record. 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 two (2) years from the date it was issued provided there has not been a further infraction. 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.

9.4 Right to Have a Steward Present

- (a) An employee shall have the right to have her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

9.5 Personnel File

For the purposes of investigating a grievance, an employee or the President of the Union (or designate), with the written authority of the employee, shall be entitled, in the presence of the Employer, to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

9.6 Reinstatement

If, upon investigation by the Union and the Employer or by decision of an arbitration pursuant to the terms of this Agreement it shall be found that an employee has been unjustly discharged or suspended, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

9.7 Employee Appraisal Forms

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three (3) workdays to read and review the appraisal.
- (b) The appraisal form shall provide for the employee's signature in two (2) places, one indicating that the employee had read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of her appraisal upon request.
- (e) Prior to implementation of any new performance appraisal system or format, the Employer will notify the Labour-Management Relations Committee and explain the system and criteria for evaluation.

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

Employees shall be credited with "*service seniority*" equivalent to the length of their continuous service with the Employer and its predecessors. An employee's service seniority date shall be the employee's date of hire.

10.2 Maintenance of Seniority

- (a) An employee on any authorized leave under the Collective Agreement, including annual vacation, will maintain her seniority date.
- (b) An employee laid off and placed on the recall list under Clause 12.6, will retain her seniority date during the period of layoff.

10.3 Loss of Seniority

An employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

10.4 Status Change

When an employee's status changes she shall retain her seniority date.

10.5 Seniority Lists

The seniority list will be made available by the Employer at such times as may be required for the administration of this Agreement.

10.6 Determination of Senior Employee

Where two (2) or more employees have the same seniority date, their relative seniority shall be determined by chance.

ARTICLE 11 - JOB POSTINGS

11.1 Job Postings

- (a) All job vacancies required to be filled, including temporary vacancies of greater than forty-five (45) working days, or new positions in the bargaining unit shall be posted for a period of five (5) workdays within the bargaining unit.
- (b) An employee may bid on vacant positions which may involve a promotion, lateral transfer or lower classification.
- (c) The notice of postings shall contain the following information: classification of position, qualifications, licensing requirements (if any), hours of operation, wage rate, whether the employee is required to use her vehicle in the performance of the job, whether the employee must be bondable, and the location of the position. Such qualifications and requirements shall not be established in an arbitrary or discriminatory manner.
- (d) A copy of all job postings shall be sent or transmitted by facsimile to the local BCGEU office.
- (e) Where there are qualified **part-time or full-time** employees awaiting recall within the seniority block where the vacancy or new position exists, recall shall occur pursuant to the provisions of Clause 12.6(d) and the provisions of Clause 11.1(a), (b), (c) and (d) above shall not apply. Alternately, where there is an application for consideration pending pursuant to Clause 11.5(c), and where the Labour-Management Relations Committee determines the vacancy provides a suitable accommodation, the provisions of Clauses 11.1(a), (b), (c) and (d) above shall similarly not apply.

11.2 Job Applications

- (a) All applications for the posted positions must be filed with the Employer, by the end of the fifth workday after posting, on forms supplied by the Employer.
- (b) Employees who are absent for a period not exceeding sixty (60) calendar days by reason of authorized leaves of absence or vacation may file an application prior to such absence and their application will be considered as if it had been filed during the time referred to above. If the absent employee is successful in her job bid, the vacancy may be filled on a temporary basis until her return. Bids submitted under this provision shall only apply for sixty (60) calendar days or until the employee returns, whichever is lesser.

11.3 Appointments

- (a) The Parties recognize that job promotion should increase in proportion to the employee's length of service. In selecting persons for job vacancies the relative ability of those bidding will be considered; where two (2) or more employees have the required educational qualifications for the position and experience which is relatively equal, the employee with the greatest seniority shall be selected. In instances when a more senior bargaining unit applicant is not selected for a job posting, the Employer agrees that the successful applicant will possess a demonstrable edge in qualifications and ability.
- (b) Where the senior applicant is not selected she shall, upon request, be given written reasons for such decision.
- (c) The Employer shall provide the Area Staff Representative with notification of all job posting awards within five (5) workdays of the completion of interviews.
- (d) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to the provisions of Article 7.

11.4 New Hires

The Employer may hire a new employee from outside the bargaining unit to fill vacant positions provided that bargaining unit applicants are not qualified or, subject to Clause 11.2(b), have not applied for the vacancy.

11.5 Transfers

(a) In recognition of the diverse and complex nature of the services provided and the products sold within the Employer's enterprise, as well as the need to maintain a skill-base responsive to ever-changing industry standards, it is recognized by the Parties that movement from branch to branch within a seniority block may be necessary for both operational and employee development reasons. The Employer agrees to give at least fifteen (15) workdays' notice of such transfer.

No employee shall be forced to move or to transfer on a permanent or temporary basis to a different or new Branch or office of the Employer outside the seniority block in which the employee is currently located. Moves outside the seniority block shall be voluntary.

(b) Casual employees may be assigned to any Branch or office within their seniority block.

(c) Lateral transfers or voluntary demotions may be granted without posting for compassionate or medical grounds to employees who have completed their probationary period. In such cases the Labour-Management Relations Committee established in Article 6 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

11.6 Trial Period

All employees who are promoted to fill a posted position shall be placed on a trial period for fifty (50) days actually worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job, she shall be returned to her former position and wage or salary rate, without loss of seniority. Any other employee affected by the rearrangement of positions shall be returned to her former position and wage or salary rate, without loss of seniority.

11.7 Training

(a) It is recognized that it is in the best interest of the Employer, the employees and Agency clientele that:

(1) a skilled work force is maintained through timely and adequate training that is necessary to perform current responsibilities;

(2) developmental opportunities are made available in requisite skills, knowledge and experience areas which are not needed in an employee's present position but needed in potential future responsibilities or when replacing absent staff.

(b) Such training may be in the form of in-service training, courses, seminars, demonstrations, conferences, refresher courses or on-the-job instruction as appropriate. Leave required for such training shall be without loss of pay.

(c) When new equipment or systems are introduced, the Employer shall arrange any orientation training considered necessary.

(d) When an employee completes a job-related course on her own time as approved in advance by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of this course to the employee. This reimbursement will be made as follows:

- (1) fifty percent (50%) upon registration;
- (2) fifty percent (50%) upon successful completion of the course.

(e) When the Employer requests or requires an employee to attend a course or courses, the Employer will pay one hundred percent (100%) of the cost upon registration.

(f) Time spent attending a course the Employer has requested an employee to take shall be considered as time worked and shall be paid at the employee's normal daily rate of pay.

(g) Where an employee is requested by the Employer to travel out of town to attend a course, all travel, meals and accommodation expenses shall be paid by the Employer in accordance with provisions of Clause 23.6 and 23.7. The Employer may direct the method of travel and the cost of such travel will be reimbursed by the Employer. The employee may elect to receive an advance equal to the estimated costs of the travel, meals and accommodation.

(h) It is recognized by the Parties that the maintenance of an insurance license - including the courses required to gain the required credits - is the responsibility of the employee. The Employer will reimburse the costs of such courses and the cost of licensing employees. However, it is the responsibility of the employee to ensure that her license is kept current.

11.8 Notice of Resignation

Employees are expected to provide the Employer with two (2) weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

ARTICLE 12 - LAYOFF AND RECALL

12.1 Role of Seniority in Layoff

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off by job classification in reverse order of service seniority within the seniority blocks listed below:

Barriere	Clearwater
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It is mutually agreed by the Parties that, where operational changes or expansion in the Employer's enterprises result in a new area of operation, and where the Union has achieved certification under the Labour Code, the Parties shall meet to determine whether a new seniority block has been created or whether an extension to an existing seniority block has occurred. If this issue and its affect on the application of other provisions in this Agreement cannot be mutually agreed upon, then the matters may proceed to arbitration pursuant to Article 8.

12.2 Notice of Layoff

Full-time employees and part-time employees who work twenty (20) or more hours per week shall be given two (2) weeks' notice of layoff or two (2) weeks' salary in lieu of notice.

12.3 Retraining and Familiarization

(a) In instances where a full-time or part-time employee is to be laid off and she has five (5) or more years of service, but does not possess the qualifications to displace another less senior employee at the same salary level or lower, within her seniority block, then a thirty (30) workday period of familiarization/training shall be allowed in order for that person to demonstrate the ability to perform a job at the same or lower level.

(b) An employee who fails to demonstrate the ability to do the job within the familiarization period may then select from the options contained in Clause 12.4(a), with the exception of those options contained in Clauses 12.4(a)(2) and 12.4(a)(3).

12.4 Layoff Procedure

So as to minimize the disruption on the bargaining unit and the Employer's operations and prior to laying off any employee, the Parties agree to provide the following options to affected full-time and part-time employees. Where options contained in (a)(6) or (a)(7) below are not the preference of the affected employee then all other options set out below shall be available to the employee in sequential order:

- (a) An employee affected by layoff who has five (5) or more years of service shall choose:
 - (1) to fill a vacancy, at the same salary level, within her seniority block, for which she is qualified; or
 - (2) to displace a less senior employee within her seniority block providing she is qualified to perform the job functions; or
 - (3) retraining pursuant to Clause 12.3; or
 - (4) to fill a vacancy, at the same or lower salary level, in another seniority block, for which she is qualified; or
 - (5) to displace a less senior employee within another seniority block providing she is qualified to perform the job functions; or
 - (6) to be placed on the recall list pursuant to Clause 12.6; or
 - (7) to claim severance pay pursuant to Clause 12.7.
- (b) A full-time or part-time employee affected by layoff who has less than five (5) years of service may select from the options contained in Clauses 12.4(a)(1), 12.4(a)(2), 12.4(a)(6), and 12.4(a)(7).
- (c) Part-time employees will not be allowed to exercise their seniority to displace a full-time employee or to claim a full-time vacancy. Part-time employees may exercise these rights in relation to part-time or casual work. Full-time employees may exercise their seniority to displace employees or claim available work for which they are qualified that is full-time, part-time or casual in nature.
- (d) The employee may request the assistance of a steward at any time during this procedure.
- (e) The employee must convey her intent to the Human Resources Manager within two (2) workdays.
- (f) Where applicable, the Human Resources Manager will review the displacement option selected in conjunction with the Manager of the proposed Branch into which the employee chooses to displace. The Human Resources Manager and/or Branch Manager will respond to an employee's displacement option within three (3) workdays. Approval will not be unreasonably withheld.
- (g) In accordance with Clause 12.4(c) and for the purposes of Clauses 12.4(a)(2) and (a)(5) the employee to be displaced will be the least senior employee in the same or lower classification in an alternate seniority block (the seniority block will be designated by the employee) or the employee to be displaced will be the least senior employee, in a lower classification for which the laid off employee is qualified, in her own seniority block.
- (h) This procedure must be completed within two (2) weeks.

12.5 Seniority Retention and Salary Assignment

- (a) An employee who exercises her displacement to a position at the same job classification will retain her current salary and service time.
- (b) Where an employee displaces into a position at a lower job classification the employee's salary shall be adjusted to the applicable rate in Appendix A for the job.

12.6 Recall Rights

- (a) An employee with less than one (1) year of seniority who is laid off may opt to be placed on a recall list for a period of six (6) months.
- (b) An employee with greater than one (1) year of seniority who is laid off may opt to be placed on a recall list for a period of one (1) year.
- (c) An employee with greater than five (5) years of seniority who is laid off may opt to be placed on a recall list for a period of eighteen (18) months.
- (d) Within a seniority block, employees on the recall list shall, in seniority order, be recalled to available work at their former status or a lesser status, in their former classification or a lower classification for which they are qualified.
- (e) For the purposes of this clause, "*status*" refers to an employee's pre-layoff designation as a full-time or part-time employee. Where an employee on recall is contacted and declines an offer of work at her former status and classification level, within her former seniority block, she will be deemed to have resigned except where her inability to report for work is due to one of the circumstances described in Clause 13.7(d). An employee deemed to have resigned pursuant to this clause shall be considered to have elected the provisions of Clause 12.6(i) and will receive her severance pay.
- (f) Notice of recall to an employee on the recall list shall be by telephone and, where no telephone contact is established, by Xpresspost or courier to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within three (3) calendar days of receiving it. A copy of the recall notice shall be provided to the Area Staff Representative.
- (g) An employee bypassed under the foregoing conditions shall be kept on the recall list for her remaining recall period.
- (h) Where a laid off full-time or part-time employee accepts recall for part-time or casual work, upon completion of such assignments, the notice requirements of Clause 12.2 shall not apply, however, the employee shall re-establish her right to a further period of recall consistent with the provisions of Clauses 12.6(a), 12.6(b), or 12.6(c) as applicable and remains eligible for further offers of work pursuant to Clause 12.6(d) consistent with her original pre-layoff status.
- (i) An employee laid off who chooses to be placed on the recall list may elect to terminate during the recall period and be paid her severance pay entitlement. Upon expiration of recall rights an employee shall be paid her severance pay entitlement.

12.7 Severance Pay

- (a) Severance pay shall be paid to full-time employees and part-time employees who are scheduled to work twenty (20) or more hours on a regularly-scheduled basis that are laid off. The amount of severance pay shall be one (1) week at the employee's current salary for each year of service to a maximum of ten (10) weeks. The employee's seniority date as defined in Clause 10.1, shall determine the employee's entitlement under the terms of this clause.

(b) While an employee is on layoff status, her seniority date is maintained pursuant to the provisions of Clauses 10.1 and 10.2(b). If she elects, during the recall period, to terminate, then for the purpose of calculating severance pay, the date of layoff will define the rate of pay.

(c) In the case of an employee who is laid off for more than ninety (90) calendar days, and if, during the recall period, the employee exercises her seniority to select unscheduled work, pursuant to Clause 12.6(h), she shall re-establish her rights to a further recall period, however, for the purpose of calculating severance pay, the date of layoff will define the rate of pay.

(d) In such cases, if the employee is recalled to work other than such unscheduled work, then, for purposes of future severance pay, the initial layoff will have no bearing upon the calculation of such future entitlement.

(e) Where employees opt for and receive severance pay in accordance with this Article they shall lose all seniority and cease to be an employee.

ARTICLE 13 - HOURS OF WORK

13.1 Standard Hours of Work

The standard day shift shall consist of seven and one-half (7½) hours per day between the hours of 8:00 a.m. and 9:00 p.m. The standard workweek shall consist of thirty-five and one-half (35½) hours, according to the hours of operation established by the Employer for each Branch.

13.2 Work Schedules

(a) It is agreed that the determination of the hours of operation for each Branch shall be made by the Employer, and such may be changed by the Employer from time to time to suit varying conditions of business. In the event of any changes in the hours of operation, the Employer agrees to give at least fifteen (15) workdays' notice of any change to the Labour-Management Relations Committee.

(b) It will not be the intent of the Employer to work employees six (6) consecutive days. Further, it shall not be the policy or practice of the Employer to normally schedule non-consecutive days of rest for full-time employees. Where unanticipated circumstances arise the Employer shall advise the Labour-Management Relations Committee of the difficulty and the Parties shall establish guidelines for addressing the situation, including the time frame during which the change in days of rest will occur, as well as issues of employee preference, fairness, and equity within the affected branch.

(c) Other than in the case where employees specifically apply for positions designated to provide full weekend coverage, no employee shall be required to work both a Saturday and a Sunday shift in any week.

13.3 Meal Period

A one (1) hour lunch period will be provided and taken within the three (3) middle hours of a regular workday of more than six (6) hours worked; precise time to be arranged between the Employer and the employees. Where an employee is required to work through her meal period such time shall be included toward the calculation of overtime pursuant to the provisions of Article 14.

13.4 Rest Periods

Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Part-time employees will be entitled to the following:

- (a) two (2) to four (4) hours worked - one (1) fifteen (15) minute rest period;
- (b) in excess of four and one-half (4½) hours worked - two (2) fifteen (15) minute rest periods.

13.5 Split Shift

No employee shall be scheduled to work a split shift.

13.6 Casual Work Assignments

- (a) In order to attempt to equalize work opportunities for casual employees within each seniority block and to assist them in maintaining their skills base the Employer shall offer casual work assignments on a rotational basis within each seniority block.
- (b) Part-time employees without benefits may request to be dispatched to another Branch or office within their seniority block, or located in other seniority blocks, on their day(s) off, providing the employee does not work more than five (5) consecutive days. Such work opportunities shall only be offered provided that existing casual employees have been given the opportunity to work.

13.7 Contact Hours

- (a) It is the responsibility of a casual employee to ensure that the Employer has a current phone number and address for the purposes of offering work assignments. Failure on the part of the casual employee to provide this information may result in the forfeiture of work opportunities. Except in unexpected circumstances, employees will normally be called for work opportunities between the hours of 8:30 a.m. and 9:30 a.m.
- (b) Casual employees who are contacted and decline, or are unavailable during the hours of 8:30 a.m. to 9:30 a.m., shall be considered as having declined a work opportunity, except as provided in Clause 13.7(c), (d) and (f) below. Casual employees who decline three (3) work opportunities in a calendar quarter will be considered as having terminated their employment relationship.
- (c) Where the Employer is unable to contact casual employees outside of the scheduled periods it will not count such unavailability for purposes of Clause 13.7(b).
- (d) Casual employees who are unavailable in the following circumstances, and who call in to the appropriate designate at the times determined by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 13.7(b):
 - (1) absence on a WCB claim;
 - (2) maternity leave; parental or adoption leave;
 - (3) absence on bereavement leave;
 - (4) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (5) illness of, or inability to obtain child care for, a dependent child where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing;
 - (6) Union leave;
 - (7) jury duty;
 - (8) medical or dental appointments;
 - (9) approved leave under Clause 13.7(f).
- (e) Where the Employer is unable to contact casual employees during the scheduled time periods established in (a) above, they are considered to have been unavailable for work for purposes of Clause 13.7(b) above and in the event of the second occurrence the Employer shall advise the employee by priority post.

- (f) (1) Casual employees, with the agreement of the Employer, may request days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.
- (2) Casual employees hired specifically to do summer vacation relief are excluded from the provisions of Clause 13.7(f)(1) above.

ARTICLE 14 - OVERTIME

14.1 Authorization of Overtime

All overtime work must be authorized by the employee's immediate Manager.

14.2 Definitions

- (a) "**Overtime**" - means work performed by a full-time employee in excess or outside of 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 (1½) times the straight-time rate.
- (d) "**Double-time**" - means twice the straight-time rate.

14.3 Overtime Compensation

- (a) All time worked in excess of the standard day shift shall be paid for at time and one-half (1½x) the employee's straight-time hourly rate for the first two (2) hours and two (2) times the straight-time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid at time and one-half (1½x) the employee's straight-time hourly rate for the first two (2) hours, and two (2) times the straight-time hourly rate thereafter.
- (c) Time worked on a Sunday shall be paid for at two (2) times the employee's straight-time hourly rate.
- (d) Time worked on a holiday provided for in Article 15, or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight-time rate plus one (1) day's regular wages.

14.4 Overtime Meal Allowance

An employee who works overtime beyond a regular shift shall be given the option of a suitable, wholesome hot meal supplied by the Employer or payment of one-third (1/3) of the daily meal allowance per Clause 23.6(c) and a one (1) hour paid meal period in which to eat the meal at her straight-time hourly rate of pay, provided the overtime is in excess of two (2) hours' work. The meal period may be taken before, during, or after the overtime work, as may be mutually agreed.

14.5 Right to Refuse Overtime

Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

14.6 Callout Provisions

An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation, shall be paid at the applicable overtime premium specified in this Article for a minimum of three (3) hours or for actual time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

14.7 Pyramiding

There shall be no pyramiding or compounding of premiums.

14.8 Overtime Payment

Overtime shall be compensated in cash.

ARTICLE 15 - PAID HOLIDAYS

15.1 Paid Holidays

The Employer agrees to provide all full-time and part-time employees scheduled to work twenty (20) or more hours per week on a regular basis with the following statutory holidays, without loss of regular pay:

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

and any other day that may be declared a legal holiday by the federal, provincial and/or civic governments. In addition to the statutory holidays set out above, all full-time employees who have completed one (1) year of service shall be granted one (1) additional paid holiday each year to be scheduled in accordance with Clause 16.6(c) and (d).

15.2 Holidays Falling on a Day of Rest

(a) Should one of the statutory holidays fall on an employee's normal day(s) off, the employee shall receive an additional day(s) off, with pay, to be taken adjacent to the employee's normal days off or at a time mutually agreed between the employee and the Employer, but not longer than ninety (90) calendar days following the date the holiday occurred.

(b) When a statutory holiday falls on a Monday, and employee(s) are not scheduled to work on that Monday, the employee(s) shall not be required to work on the preceding Saturday in lieu of the statutory holiday which falls on that Monday. Where the Employer plans a change in hours of operation which may impact upon this provision it shall refer the matter to the Labour-Management Relations Committee for a mutual determination on how the change will be implemented.

15.3 Holiday Coinciding With a Day of Vacation

In the event any of the holidays in Clause 15.1 occur during the period of an employee's vacation, an additional full day's vacation with pay shall be allowed for each holiday so occurring to be taken concurrent with that period of vacation or such other mutually agreed upon time. This is to be scheduled in accordance with Clause 16.6(c).

15.4 Conversion of Hours

(a) *Lieu Days*: Where an employee is granted a lieu day pursuant to Article 15, the time off granted will be seven and one-half (7½) hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) *Designated Paid Holidays*: Where an employee is granted a designated paid holiday pursuant to Article 15, the time off granted will be seven and one-half (7½) hours per designated paid holiday for a full-time employee and prorated for a part-time employee.

ARTICLE 16 - ANNUAL VACATION

16.1 Definition of Terms

For the purpose of this Article, the "*calendar year*" shall mean the twelve (12) month period from January 1st to December 31st inclusive.

16.2 Vacation Schedule for First Incomplete Year

Each employee shall receive during the first incomplete year (first calendar year) of service five-sixths (5/6) of a workday's credit for each month worked prior to December 31st with the right to take days in one (1) week blocks as they are accumulated.

16.3 Annual Vacation Entitlement

All full-time employees shall be entitled to an annual vacation as set out below:

- (a) Each employee in her second calendar year of service shall receive two (2) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or four percent (4%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (b) Each employee in her third and fourth calendar year of service shall receive three (3) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (c) Each employee in her fifth to ninth calendar year of service shall receive four (4) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (d) Each employee in her tenth to **nineteenth** calendar year of service shall receive five (5) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (e) **Each employee in her fifteenth calendar year of service, and in each five-year multiple thereafter (ie, twentieth year, twenty-fifth year and so on), shall, in addition to regular vacation, receive one additional week of vacation with full pay as well as a cash bonus equivalent to one week's pay. The cash bonus will be paid out during the second pay period in January of each year of eligibility. The additional week of paid vacation is to be taken during the twenty-four month period immediately following entitlement.**
- Part-time and casual employees who, at the time of eligibility, receive vacation pay in lieu of paid vacation leave will receive an additional two percent vacation pay on each paycheque in her fifteenth calendar year of service, and in each five-year multiple thereafter. Such employees will also receive a cash bonus, payable during the second pay period in January of each year of eligibility, equivalent to one week's pay. For purposes of calculating the cash bonus, the average number of hours worked per week during the previous fifty-two weeks will be determined and then multiplied by the current hourly rate of pay.**
- (f) **Effective January 1, 2003, each employee in her twentieth calendar year of service and thereafter shall receive six (6) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.**

The employee's years of service, not seniority, shall determine the employee's entitlement under the terms of this Article.

16.4 Winter Vacation Bonus

An additional twenty percent (20%) vacation time will be granted if an employee elects to take her vacation period during the period November 1st through to December 15th or during the period January 10th through March 15th. Such vacation must be scheduled in no less than one (1) week blocks. Winter vacation bonus must be taken at the time of vacation.

16.5 Part-Time Employee Vacation Entitlement

(a) A part-time employee who works twenty (20) or more hours per week, and an employee working on an approved job-share basis, shall receive the same number of calendar weeks of vacation as a full-time employee in the same calendar year of service. Vacation pay shall be at the appropriate percentage of gross earnings indicated above.

(b) A part-time employee who works less than twenty (20) hours per week shall receive additional compensation equal to the appropriate percentage of her hourly rate (commensurate with the employee's years of service) as set out in Clause 16.3 above. This amount shall be paid out on each paycheque in lieu of paid vacation leave.

16.6 Vacation Scheduling

Other than in the first incomplete calendar year, as of January 1st, each employee shall have one (1) full calendar year's entitlement available to her to take any time within that calendar year. Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) periods instead of one (1) unbroken period may do so subject to the following:

(a) The periods are a minimum of one (1) full week or multiples of a full week. For the purposes of this clause, a week is considered to be the normal business week in operation at the Branch or office.

(b) Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in two (2) separate periods shall select the second period in order of seniority.

(c) Subject to the provisions of this Article, it is the intent of the Parties that no employee shall be restricted in the time of year she chooses to take her vacation entitlement. However, vacation must be scheduled in such a way as to allow normal operations and service levels to continue. Therefore, in branches with five or less employees, only one employee shall be permitted to schedule vacation at any one time. In all other branches, no more than two employees per branch shall normally be granted vacation time at any one time.

(d) The Employer will post a vacation schedule by January 1st of each year and the employees shall select all their vacation periods, including their floating holiday described in Clause 15.1, by February 28th. All vacations so selected by this time shall be confirmed by March 15th. This clause shall not be so construed to imply that vacation not selected by February 28th is to be disallowed, however, such time shall be scheduled subject to operational requirements.

(e) All employees with scheduled vacation leave may, throughout the calendar year, seek to modify one (1) block of five (5) vacation days, on a day-for-day basis, to accommodate unanticipated leave requirements that may arise in advance of the scheduled vacation. Requests for such modification will be submitted pursuant to the provisions of Clause 18.6 and reviewed and approved/denied accordingly.

It is understood that such requests will not normally accommodate leave requests during the prime time vacation period or be approved to provide additional leave contiguous with a block of vacation already approved for the individual making the request.

16.7 Displaced Vacation

When during any period of vacation, an employee qualifies for a leave of absence without loss of regular salary, as provided for in the present Collective Agreement, or becomes seriously ill and requires hospitalization, or is under a doctor's care, the period of vacation so displaced shall be rescheduled to a date agreed to by the employee and the Employer.

16.8 Termination

(a) An employee terminating her employment shall receive her vacation entitlement less any actual vacation time taken, other than in the case of retirement in accordance with the provisions of Clause 23.8.

(b) Where the employee has taken more vacation time than her actual entitlement to date of resignation, the Employer may recover the amount overpaid from the employee's final paycheque.

16.9 Vacation Credits Upon Death

Upon termination due to death, earned but unused vacation entitlement shall be direct deposited to the employee's account in the same manner as her regular pay.

ARTICLE 17 - ILLNESS AND INJURY

17.1 Short-Term Disability Benefits

(a) The Employer agrees that, where non-work related illness or injury prevents attendance at work, an employee who works twenty (20) or more hours per week will be paid in accordance with the terms of this Article.

(b) In each instance of non-work-related illness or injury the Employer will continue to pay an eligible employee one hundred percent (100%) of her pay for up to ten (10) workdays or until Short-Term Disability Benefits are triggered, whichever occurs first. While on Short-Term Disability Benefits full-time or eligible part-time employees will be paid a non-taxable monthly benefit of sixty-seven percent (67%) of basic salary for a period of up to one hundred nineteen (119) calendar days or until Short-Term Disability Benefits cease or until Long-Term Disability Benefits are triggered, whichever occurs first.

17.2 Joint Review

The Parties to this Agreement recognize the responsible manner in which sick leave provisions have been historically utilized by employees and the Parties agree to cooperate in attempting to ensure the preservation of the benefits described in Clause 17.1. To this end, the Labour-Management Relations Committee shall monitor the use of these benefit provisions and make recommendations it deems appropriate on such matters as benefit carriers, wellness initiatives, and the like, to the bargaining principals.

17.3 Illness of a Child

In the case of a sudden illness of a child where the employee is the only person in the home capable of dealing with the emergency, paid leave of up to five (5) days per calendar year pursuant to this Article may be used by the employee to care for the child.

17.4 Short-Term Disability

Short-Term Disability benefits are payable pursuant to the terms established in section (f) of Letter of Understanding 1 regarding Welfare Benefit Schemes.

17.5 Long-Term Disability

- (a) Long-Term Disability Benefits are payable pursuant to section (g) of Letter of Understanding 1 regarding Welfare Benefit Schemes.
- (b) An employee in receipt of Long-Term Disability Benefits shall be considered an employee for the purposes of all health and welfare benefit plans. Employees will not be covered by any other portion of the Collective Agreement but will retain the right of access to the Labour-Management Relations Committee pursuant to Article 6 and will retain seniority rights should they return to employment within six (6) months following cessation of Long-Term Disability Benefits.
- (c) Such employees shall retain seniority rights in the same manner as if they were not absent for all purposes including, but not limited to, the determination of their vacation year. Where employees return to work following an absence on Long-Term Disability they shall have all rights under the Collective Agreement; however, payment for vacation leave scheduled in that year will be based on the appropriate percentage of salary earned since date of return and, where applicable, previous vacation leave earned but not taken in advance of their absence on leave.
- (d) A vacancy created as a result of a regular employee's absence on Long-Term Disability or Workers' Compensation Benefits shall be considered a regular vacancy for the purpose of Clause 11.1 on the date the employee is determined to be permanently disabled from her own occupation.

ARTICLE 18 - LEAVES OF ABSENCE

18.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her regular rate of pay, from the date of death to or including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays. Part-time employees shall be granted the leave, with pay, provided they are scheduled to work those days.
- (b) "**Immediate family**" is defined as the employee's spouse, including a common-law spouse, mother, father, son, daughter, foster child, stepchild, sister, brother, mother-in-law, father-in-law, step parents, grandparents and grandchildren.
- (c) For the purpose of this clause, "**common-law spouse**" means a person of the same or opposite sex who has been publicly represented as the spouse of an employee and who has cohabited with the employee for a period of not less than one (1) year.
- (d) Where established ethno cultural or religious practices provide for ceremonial occasions, other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion within a one (1) year period.

18.2 Illness in Family Leave

- (a) In cases of illness, serious enough to reasonably believe that a member of the immediate family may not survive, an employee shall be granted up to one (1) day leave with pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Clause 18.1(b) of this Agreement.
- (b) Employees may be granted up to two (2) additional days' paid leave if travel is required to visit the place of residence.

18.3 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay to two (2) employees [no more than one (1) per Branch] in the bargaining unit at any given time:

- (a) for employees to seek election in a Municipal, Provincial, or Federal election, for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a full-time federal, provincial, or municipal office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of two (2) years and may be renewed upon request.
- (e) Seniority shall be maintained while on such leave and no benefit entitlements shall accrue while on such leave. Where an employee is granted leave pursuant to (c) or (d) above it is the responsibility of the employee to ensure that she maintains qualification for licensing purposes sufficient to meet industry requirements as of the expiration date of her leave of absence.

18.4 Medical and Dental Care Leave

- (a) In instances where an employee is required to attend a medical or dental appointment or receive specialized medical or dental care, such appointments shall be scheduled, where possible, outside of normal work hours. Where an employee must attend a medical or dental appointment, an absence of up to two (2) hours from the workplace will be paid.
- (b) Upon prior approval employees in areas where specialized medical and dental facilities are not available shall be allowed the necessary time, including travel and treatment time, up to a maximum of three (3) days of paid leave per year to receive medical and dental care at the nearest medical centre for the employee, her spouse, dependent child, and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. Where additional leave is required the matter will be referred to the Labour-Management Relations Committee.
- (c) In instances where an immediate family member who permanently resides in an employee's household, or with whom the employee permanently resides, is required to have surgery or medical attention which requires supervision or assistance, and when no other immediate family member is available to provide that supervision or assistance, then the employee shall be entitled to up to one (1) day's paid leave per year for this purpose.

18.5 Jury Duty

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as juror or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (b) Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remain to be worked.
- (c) Total hours on jury duty and the actual hours worked on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic workday.

(d) After having completed jury duty, any time worked in the office in excess of the standard hours of work described in Clause 13.1 shall be considered overtime and paid as such.

18.6 General Leave

(a) Where the requirements of the Employer's operation will permit, the Employer may grant a leave of absence without pay for a period of up to thirty (30) days for legitimate personal reasons on advance written request from the employee. Such advance written request shall be waived in the case of emergencies. Permission for such leaves will be at the Employer's discretion and will not be unreasonably withheld.

(b) The definition of "*advance written notice*" is that the employee shall submit the reasons for such request to the Employer a minimum of ten (10) workdays prior to the commencement date of the requested leave.

(c) The Employer shall inform the employee in writing that the requested leave is approved or disapproved a minimum of five (5) workdays prior to the commencement date of such leave.

(d) The leave of absence shall not be charged against other paid leave entitlements or annual vacation.

18.7 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled to up to two (2) days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

18.8 Abandonment of Position

An employee shall be deemed to have terminated her employment where she fails to return from an authorized leave of absence without reasonable cause.

ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given. All requests for leave of absence pursuant to this Article shall be in writing and indicate the last day to be worked, and the expected date of return to work.

Each employee who wishes to change the effective date of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be provided.

19.1 Maternity Leave

(a) An employee will be granted leave for a period not longer than seventeen (17) weeks subject to other provisions in this Article.

(b) The period of maternity leave shall not normally commence earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.

(c) A request for shorter period under Clause 19.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work. Upon

request, the employee must furnish the Employer with a physician's certificate stating that the employee is able to resume her duties.

(d) The Employer shall modify the commencement or end dates of maternity leave for any period approved in writing by a qualified medical practitioner.

19.2 Parental Leave

(a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks' parental leave between them.

(c) Upon application, employees shall be granted parental leave as follows:

(1) in the case of the natural mother, commencing immediately following the end of the maternity leave;

(2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child;

(3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.

(d) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

19.3 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 19.1 and 19.2 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks, except as provided under Clauses 19.2(d), 19.5(b) or 19.6.

19.4 Seniority Rights and Benefits Entitlements

(a) In accordance with the Employment Standards Act, the services of an employee who is absent from work in accordance with this Article shall be considered continuous for the purposes of vacation leave entitlement and Registered Retirement Savings Plan, Medical, Extended Health, Dental, Group Life, Short-Term and Long-Term Disability Benefit Plans, and the Employee Assistance Plan, and the Employer shall continue to make payment to the plans in the same manner as if the employee were not absent where:

(1) the Employer pays the total cost of the plan, or

(2) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and employee.

(b) Vacation entitlement earned but not taken prior to the leave, and vacation entitlement earned during the leave, may only be carried over by mutual agreement to the following calendar year. Payment for vacation in any calendar year shall be calculated at the appropriate percentage, as set out in Clause 16.3, of the actual salary earned during that calendar year.

19.5 Disability and Illness Claims

- (a) An employee, not on leave of absence, who becomes ill or disabled while pregnant shall not have her eligibility to benefits, pursuant to Clause 17.1, affected by virtue of her pregnancy.
- (b) Where an illness or injury occurs during a period of approved maternity leave, parental leave or adoption leave, which prevents the employee from returning on the scheduled date of return, the provisions of Clause 17.1 will be effective from the scheduled date of return to work.

19.6 Extension of Maternity Leave

In instances where an employee ineligible for benefits, pursuant to Clause 17.1, is unable, due to illness or disability, to return to work upon expiration of maternity leave, then, on written request of the employee and with a medical certificate, leave will be extended in such circumstances.

19.7 Return from Leave

Upon return from leave, an employee shall be placed in her former position. Where the former position does not exist, she shall be placed in an equivalent position within her seniority block.

19.8 Legislative Change

In the event that any future legislation materially alters the statutory requirements or entitlements governing the matters set out in this Article, the Parties hereto shall meet to negotiate mutually agreeable provisions to satisfy the change in legislative requirements.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY

20.1 Statutory Compliance

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees. There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

20.2 Joint Occupational Safety and Health Committees

The Parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Safety and Health Committee structure. Occupational Safety and Health Committees will be comprised of an equal number of Employer and Union representatives and will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and Employer representatives shall be appointed by the Employer. Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.
- (b) Each Branch shall initiate and maintain an Occupational Safety and Health Committee or, where Branch work force numbers are less than the minimum requirements established by statutory regulation, Occupational Safety and Health Committees may be established to encompass more than one Branch or Department. Branch combinations may be mutually agreed at the local level.
- (c) The Committees will function in accordance with the regulations made pursuant to the Workers' Compensation Act, and will participate in developing a program to reduce risk of occupational injury and illness.
- (d) All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union, the Manager of Human Resources and the Workers' Compensation Board.

(e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly-scheduled hours of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight-time.

(f) Worksite inspections or accident investigations shall be scheduled during normal working hours whenever practicable. When no Union-designated Committee member is available, time spent by employees attending to this business on their days of rest or outside their regularly-scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.

20.3 Video Display Terminals

In the event that an employee who operates a VDT becomes pregnant the following provisions shall apply until mutually amended by the Labour-Management Relations Committee:

(a) In instances where a pregnant employee indicates a concern about working on video display equipment, the employer will attempt to reassign that employee to work which does not involve exposure to video display terminals. The reassignment of duties will be arranged between the Manager and employee. It is understood that such reassignment may be on a full-time basis or for portions of the workday or workweek. The employee's schedule will be signed by the employee and Manager, with copies forwarded to the Manager of Human Resources and the steward.

(b) Where it is not practical to reassign the concerned employee, the employee may elect to take an unpaid leave of absence. Such leave shall not jeopardize the employee's continued employment; however, during such leave seniority will be maintained but fringe benefits will not be payable by the Employer. Nothing in this clause will be construed as denying a pregnant employee all rights and privileges provided in Article 19 (Maternity Leave) of this Agreement. The employee shall request such leave in writing and such leave will be uninterrupted.

(c) Pregnant employees concerned about exposure to video display terminals may request the Employer to provide a protective "apron" which can be worn while working on the terminal.

The Parties agree that the Labour-Management Relations Committee shall investigate concerns regarding video display terminals on an ongoing basis and may seek the assistance of knowledgeable individuals concerning exposure to video display terminals. The Parties further agree that each Occupational Safety and Health Committee shall be provided with two (2) copies of "How to Make Your Computer Work Station Fit You".

20.4 Safety and Health Hazards

(a) The Parties agree that, in compliance with statutory requirements, workplace inspections shall be conducted with each respective Manager, or her designated representative, and a Union-designated Committee member. Minutes will be kept of the inspection meeting, a copy of which will be forwarded to the Manager of Human Resources. Employee concerns may be referred to any member of the local Occupational Health and Safety Committee for inclusion at the meeting. Upon request the minutes of the inspection meetings shall be forwarded to the Labour-Management Relations Committee for review.

(b) The inspection as outlined in Clause 20.4(a) will include an investigation of the following specific areas of concern:

(1) *tripping hazards* - multiple electrical cords; telephone cords; loose stair risers; frayed carpets;

(2) *building (facility) safety* - exposed electrical wiring; open floor vents; loose cupboard doors; electrical outlets;

- (3) *equipment* - testing of microwave ovens, safety procedures followed for use of paper shredder, electrical cords and plugs;
- (4) *ventilation* - proper ventilation for photocopier; clean air and fresh air ventilation through buildings;
- (5) *lighting* - ensure work areas have sufficient illumination;
- (6) *cleanliness* - ensure proper sanitation procedures carried out by janitorial contractor.

(c) Employees who encounter safety and/or health problems related to the work environment shall report these to their supervisor. The supervisor, if unable to deal with the problem personally, shall refer the matter to the Manager. Matters of other than routine importance shall be referred to the Manager of Human Resources and the Branch Occupational Safety and Health Committee.

20.5 Injury Pay

An employee who is injured on the job during working hours and who is required to leave for treatment or sent home for such injury shall receive payment for the remainder of her shift.

20.6 Unsafe Work

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

- (a) a member of the Occupational Safety and Health Committee, or
- (b) a person designated by an Occupational Safety and Health Committee, or
- (c) a steward at a worksite where there is no Occupational Safety and Health 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 3.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, she shall not be subject to disciplinary action.

20.7 Employee Working Alone

- (a) The Occupational Safety and Health Committee shall develop a written procedure for checking the well-being of a worker assigned to work alone and where the employee may not be able to secure assistance in the event of misfortune or injury.
- (b) The procedure for checking a worker's well-being must include the time interval between checks and the procedure to follow in case the employee cannot be contacted, including provisions for emergency response.

20.8 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, or the public.
- (b) Where such potential exists:
 - (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The Occupational Safety and Health Committee shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, or another member of the public, subject to statutory limitation.

(e) Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

20.9 Investigation of Accidents

(a) Pursuant to Section 3.9 of the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) Health and Safety Committee 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) the Workers' Compensation Board;
- (2) the Occupational Safety and Health Committee;
- (3) the Employer's 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.

20.10 Occupational Safety and Health Courses

(a) The Manager of Human Resources shall schedule a training program for Occupational Safety and Health Committee members dealing with the objectives and duties of Occupational Safety and Health Committees.

(b) The program shall, at a minimum, reflect the requirements and standards for a safety and health program recommended by the Workers' Compensation Board.

(c) Union Safety Committee members attending the training will be on leave of absence without loss of basic pay (including necessary travel time), and shall be reimbursed for expenses by the Employer.

ARTICLE 21 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

21.1 Notice of Technological Change

The Employer will provide the Union with as much notice as possible of its intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change the classification of positions.

21.2 Implementation Procedures for Technological and Organizational Change

(a) The Union representatives on the Labour-Management Relations Committee will receive written notice at least two (2) months prior to the proposed change where:

- (1) the security of employment of a significant number of employees within the bargaining unit may be affected; and/or
- (2) organizational change will result in the elimination of all bargaining unit positions in a specific branch or office where related managerial functions continue to be performed.

(b) The written notice 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.

- (c) Thorough consultation with the Union will precede any such change with a view to minimizing the disruption to the bargaining unit;
- (d) In the event that new positions are created as a result of a technological or an organizational change, then salaries shall be negotiated by the Parties and failing agreement on salaries, that matter may be referred to arbitration;
- (e) The Labour-Management Relations Committee shall, on request, meet with the individual employees affected by such introduction to review possible options available to the affected employees.

21.3 Retraining and Reorganization

An employee becoming redundant due to new equipment and procedures can, based on the employee's seniority, be entitled to claim the right to be trained for any new positions that might be created by such introduction. The Employer shall provide such retraining at no cost and without loss of pay to the affected employee. The retraining period shall be in accordance with Clause 12.3.

21.4 Layoffs from Reduction in Work

- (a) All employees designated for layoff as a result of such introduction shall also have the right to select from the options contained in Clause 12.4.
- (b) An employee laid off by such introduction who opts to be placed on the recall list shall be offered positions with the Employer, in accordance with Clause 12.6, should vacancies arise within the same- or lower-paid classifications.
- (c) An employee who chooses to be laid off and placed on the recall list may elect to terminate during the recall period and be paid her severance pay as provided in Clause 12.7 at time of termination or expiration of recall.

21.5 Salary Protection - Technological Change

A full-time employee directly affected by technological change, who displaces into a lower-paid classification, shall be paid at the rate of pay established in Appendix A for the job but shall, in addition, receive a lump sum payment in the amount of the difference between her former rate of pay and the lower rate for a projected twelve (12) month period [i.e., eighteen hundred and forty-six (1846) hours].

21.6 Salary Protection - Organizational Change

- (a) Where a full-time or part-time employee described in Clause 21.2(a)(2) above has no opportunity for alternate placement within the seniority block after exhausting the options contained in Clauses 21.3 and/or 21.4 above, she shall be entitled to the following:
 - (1) where she has five (5) or more years of service she shall, following her last day of work, continue on the payroll for a period of seventeen (17) weeks;
 - (2) where she has less than five (5) years of service she shall, following her last day of work, continue on the payroll for a period of nine (9) weeks.

For the purposes of this clause, an employee's service seniority date shall determine her entitlement.

- (b) While an employee remains on the payroll her seniority will be maintained and, provided she was receiving benefits on her last day of work, the following benefits will be maintained: Medical Services Plan, Employee Assistance Plan, Extended Health Benefits, Dental, Registered Retirement Savings Plan.
- (c) Such an employee shall also receive vacation pay at the appropriate percentage described in Clause 16.3 on each paycheque.

- (d) The obligations under this clause will cease where:
 - (1) the employee is recalled to a position at her former status and classification within her seniority block; or
 - (2) the employee secures alternate employment with the Employer; or
 - (3) upon the expiration of the entitlement set out in (a)(1) or (2) above whichever occurs first. Respecting the circumstances described in (d)(1) or (2) above, payment under this clause will cease on the last business day immediately preceding her first day of work or, where recall is declined, payment will similarly cease on the last business day immediately preceding the first available shift.
- (e) Employees on any approved leave of absence shall have access to the provisions in this clause effective the first business day following the expiration of said leave.

ARTICLE 22 - HEALTH AND WELFARE

22.1 Benefit Plans

- (a) Following completion of the probationary period, all full-time employees, and part-time employees working a regular scheduled shift of twenty (20) hours or more per workweek, shall be eligible for coverage under the Employer's benefit plans.
- (b) The full premium on the following plans will be paid by the Employer as part of the total compensation package of eligible employees: Extended Health Care, Group Life Insurance, Accidental Death, Short-Term and Long-Term Disability, Dental and Employee Assistance Program. Such benefits are generally described in Letter of Understanding 1.
- (c) Effective January 1, 2004, for eligible employees who elect to have coverage under the Medical Services Plan, the Employer agrees to pay fifty percent (50%) of the premium cost for single, couple or family coverage.

22.2 Pay in Lieu of Benefits

- (a) Following completion of the probationary period, part-time and casual employees working less than twenty (20) hours per week shall receive additional compensation equal to ten percent (10%) of their hourly rate, as specified in Appendix A, for each hour worked in lieu of statutory holiday pay and coverage pursuant to Articles 17 and 22.
- (b) During the probationary period employees in (a) above shall receive compensation for statutory holidays according to the provisions of the Employment Standards Act.

22.3 Benefits on Layoff

For full- and part-time employees who have benefit coverage as per Clause 22.1(a) and who are laid off, the Employer agrees to continue to pay premiums for benefits for which they are eligible in Clause 22.1 on the following basis:

- (a) less than one (1) year of service..... to date of layoff;
- (b) one to five (5) years' service one (1) month;
- (c) five (5) to ten (10) years' service..... two (2) months;
- (d) ten (10) years' service and over..... three (3) months.

N.B. Years of service are determined by date of hire. This coverage shall not continue where an employee elects to receive severance pay and thereby becomes displaced from the recall list.

22.4 Registered Retirement Savings

- (a) Upon completion of the probationary period, employees described in Clause 22.1(a) shall be eligible for participation in the Employee Registered Retirement Savings Plan. The plan is non-contributory, therefore employees are not required to make contributions. To increase retirement benefits, employees are encouraged to contribute, on a voluntary basis, an amount not to exceed their maximum personal income tax limit. Voluntary contributions do not attract additional Employer contributions.
- (b) Contributions are not "locked in". An employee can withdraw both the Employer's and her own contributions at any time.
- (c) The Employer will contribute a percentage of each eligible employee's earning to the RRSP Plan, based on the following schedule:

<u>Employee Group</u>	<u>Employer Contribution</u>
Qualified part-time employees.....	Three percent (3%)
Full-time employees, less than fifty (50) years old.....	Six percent (6%)
Full-time employees, fifty (50) to fifty-four (54) years old.....	Seven percent (7%)
Full-time employees, over age fifty-five (55).....	Eight percent (8%)

(d) Where, during the life of this Agreement, the Employer determines that it would be beneficial to move to the defined benefit pension plan offered through the B.C. Credit Union Employees' Pension Plan, it will provide the Union with fourteen (14) days' notice.

Employees of record as of that date shall be given a one-time opportunity to select whether to continue with the Registered Retirement Savings Plan described in provisions (a) through (c) above or to opt into the pension plan. All new employees thereafter will be required to participate in the defined benefit pension plan.

(e) The terms of the pension plan are set out generally in Appendix B of this Agreement.

22.5 Benefits Upon Retirement

An employee with benefits who elects to retire and who meets the criteria set out in Clause 23.8 shall be entitled to maintain coverage for herself and her family on the Medical and Extended Health Care Plans for a period of six (6) months following date of retirement.

22.6 Employee and Family Assistance Program

Eligible employees and their dependents shall be covered under a mutually agreed upon Employee and Family Assistance Program that provides confidential assessment, counselling and/or referral assistance. In the event that there is a change in carrier or coverage employees shall be immediately advised.

22.7 Health and Welfare Plans

- (a) A copy of the master contracts with the carriers for all health and welfare plans shall be provided to the President of the Union (or designate).
- (b) In the event of changes in benefit provisions the Labour-Management Relations Committee will be consulted. Where the Employer contracts with alternative benefit carriers or amends its carrier policies during the life of this Agreement, any change or replacement policies shall provide benefit levels which, when considered together, are either equal or superior to existing levels and will not result in any change to the eligibility provisions for current employees.
- (c) Where the Parties to this Agreement agree that any of its carriers is avoiding its obligations to provide contracted benefits, or is unnecessarily delaying the acceptance of submitted claims, it is agreed

that the Parties will make joint submissions to the carrier and may reconsider the viability of maintaining the carrier.

- (d) The Employer will provide the Union with copies of any change in carrier policies.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.1 Rates of Pay

Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "A" of this Agreement.

23.2 Rate of Pay on Promotion

Upon promotion, an employee will receive the rate for the position as established in Appendix "A" of this Agreement.

23.3 Paydays

The Employer agrees to pay employees every second **Thursday** by automatic deposit. In the event it is not possible for the Employer to pay employees every second **Thursday**, alternate arrangements will be made.

23.4 Substitution Pay

Any employee assigned to a higher job classification shall be paid at a higher rate, as determined in Appendix "A" of this Agreement from the first full day of such assignment except when the assignment is for training purposes. Where employees temporarily assume additional responsibilities without an actual change in classification, the Union and the Employer shall meet to decide if the added responsibilities are sufficient to change the job level and if so, shall set a new salary level.

23.5 Salary Rate Upon Recall or Demotion

- (a) Employees recalled to their former position or to a position of equal salary shall receive the current rate for the job as set out in Appendix "A" of this Agreement.
- (b) Employees recalled who accept a position in a lower-paid classification than their former position shall be paid at the salary rate for that job as set out in Appendix "A" of this Agreement.
- (c) An employee who transfers to a position in a lower job classification for reasons ascribable to the employee shall be paid in accordance with Clause 23.5(b) above.

23.6 Mileage, Meal, and Accommodation Allowances

- (a) Where an employee agrees to be assigned to work outside her seniority block, she will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the applicable overtime rates.
- (b) Employees required to use their own vehicle in the performance of their job or an employee described in (a) above will be eligible for a vehicle allowance of **thirty-three cents (33¢)** per kilometre for all distances travelled on Employer business.
- (c) Meal allowances paid to employees on Employer business or Employer-required training outside their seniority block shall be:

Breakfast eight dollars (\$8);
Lunch ten dollars (\$10);
Dinner sixteen dollars (\$16).

Allowances for breakfast and dinner will not be paid where employees are able to commute to and from home at hours consistent with such meals.

(d) Where the Employer requires that an employee referenced in Clause 23.6(a) temporarily relocates to a community within an alternate seniority block, the Employer shall reimburse the employee for receipted accommodation costs incurred. An advance, for this purpose, shall be supplied at the employee's option. Where such employees alternately choose to obtain private accommodation within the community they shall be entitled to an allowance of fifteen dollars (\$15) per night.

23.7 Additional Expenses

Where employees might incur extraordinary expenses by reason of attending Employer-required events then, prior to the event, discussions should take place to resolve the matter.

23.8 Retirement Bonus and Pre-retirement Leave

(a) An employee with benefits who elects to retire between ages fifty-five (55) and sixty-five (65) who has completed at least ten (10) years of service or employees with benefits whose age plus years of service equals seventy (70) or more, shall be entitled to:

- (1) a special paid leave for a period of **three (3)** weeks; or
- (2) a special payment equivalent to the cash value of **three (3)** weeks' gross salary to be paid immediately prior to retirement and based upon her current rate of pay. The employee may elect to have this amount deposited directly into her RRSP Account.

(b) Such an employee shall also be granted full vacation entitlement for the final calendar year of service provided the retirement date is later than June 30th.

23.9 Personal Vehicle Use Insurance

Employees required to use their personal vehicles in the performance of the Employer's business, to the degree that the ICBC requirement for business use coverage is triggered, shall be reimbursed, by the Employer, such "business use" insurance premiums required by ICBC.

ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION

24.1 Job Descriptions

Job descriptions will be written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, providing always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the local Union office shall be notified and a revised rate may be negotiated between the Parties.

The effective date for the new rate shall be the date the job was submitted for review.

24.2 Classification and Salary Assignment

When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union, at its discretion, may negotiate the salary and category and if agreement cannot be reached, the matter may be referred to arbitration as provided in this Agreement.

24.3 Job Evaluation Plan

The Labour-Management Relations Committee shall meet to work out a process for reviewing job descriptions. The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the Parties.

24.4 Review Process

As necessary, the Labour-Management Relations Committee shall review and update job descriptions for all jobs in the bargaining unit. An employee shall have the right to appeal the classification of the position she occupies. Such an appeal shall be directed to the Labour-Management Relations Committee and shall not be considered a grievance under Article 7 of this Agreement.

ARTICLE 25 - GENERAL CONDITIONS

25.1 Parking

The Employer agrees that where branch locations have on-site parking facilities for which the Employer incurs no ongoing charges, such parking will be made available to employees at no cost.

25.2 Indemnity

The Employer will continue to provide comprehensive general liability and errors and omissions coverages which will include coverage for employees while acting within the course of the reasonable execution of their duties as employees. Each employee will be provided a copy of the current "Professional Liability Insurance for Insurance Agents and Brokers" policy and will be expected to be familiar with their obligations under said policy.

25.3 Job Sharing

- (a) Job Share Proposals are intended to allow two (2) employees to share one full-time job equally.
- (b) Job Share Proposals may be considered where one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration.
- (c) Requests for job sharing will be made via Job Share Proposals, which will include:
 - (1) a written statement, signed by both partners, specifically identifying the position that they are requesting to share;
 - (2) information on the qualifications and experience of the proposed partner(s);
 - (3) a description of how job duties and responsibilities will be shared;
 - (4) details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues, and with the supervisor;
 - (5) a proposal of how workload priorities will be determined by the partners on an ongoing basis;
 - (6) preferred start date;
 - (7) preferred work schedule.
- (d) The Employer may approve a Job Share Proposal on a trial basis. However, the Employer is not obligated to approve any Job Share Application and a decision to deny any Application is not grievable.
- (e) *Trial Period:* The trial period will be six (6) months in duration.

- (1) Either Party may terminate a trial period prior to its expiration with thirty (30) days' written notice, at which time the employees will return to their former jobs and/or status, at their former classification level.
 - (2) The job sharing arrangement shall be reviewed by the employees, the Branch Manager, and the **President** with respect to the continuation of the program a minimum of thirty (30) days prior to the expiration of the trial period. If an agreement cannot be reached, the issue will be forwarded to the Labour-Management Relations Committee.
 - (3) Upon the expiration of the trial period, job sharing partners shall have the option of returning to their former jobs and/or status at the same classification level. At that time, should the job sharing program be to the complete satisfaction of the Employer and the employees in the job, the program will continue.
- (f) For a period of up to eighteen (18) months following the initiation of the trial period, either of the job share partners may give thirty (30) days' notice of their desire to terminate the arrangement. The position will then revert to the partner who had the job prior to the job sharing arrangement. The other job sharing partner shall be entitled to displace a junior employee of the same status and at the same job classification level, or lower, within the same seniority block, provided she is qualified to do the job functions.
- (g) *Conditions of the Job Share:*
- (1) If either of the job share partners secure alternate employment with the Employer or choose to leave the employment of the Employer, the other person sharing the job will revert to working full-time until another job share candidate, suitable to the Employer, is found provided she wishes to continue the program.
 - (2) As a condition of the job share, if one job share partner is absent for any reason, the other will work full-time to accommodate the absence if required to do so by the Employer.
 - (3) In a two-position branch, both job share partners will be required to work during the absence of the Branch Manager if requested to do so by the Employer.
 - (4) The Employer reserves the right to terminate the job share program at any time upon thirty (30) days' notice. In this case, the provisions of (f) above shall apply if the termination occurs during the initial eighteen (18) months of the job share. Where termination occurs outside the eighteen (18) month period, the Employer will undertake a pre-layoff canvass amongst the employees in the work unit that are at the same classification level. Failing a voluntary resolution the provisions of Article 12 shall be extended to the employee affected.
- (h) *Pay:*
- (1) The rate of pay for each job share partner will be based on the job classification of the position and the employee's step on the pay grid for that classification.
 - (2) Both job share employees will be paid on an hourly basis. Hours will be submitted to the payroll department in a manner dictated by the administration office.
- (i) *Benefits:*
- (1) Vacation entitlement will be on the same basis as that set out for a part-time employee under Clause 16.5(a) of the Collective Agreement. Vacation pay will be calculated at the appropriate percentage of pay pursuant to Clause 16.3 and paid out on each paycheque.
 - (2) Statutory holiday pay and compensation for the floater day will be calculated at four point six percent (4.6%) of pay and paid out on each paycheque.

(3) The Employer will continue to provide the following benefits at no cost to the job share partners: B.C. Medical, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment, Short-Term Disability, Long-Term Disability, Registered Retirement Savings Plan, Employee Assistance Program, Canada Pension Plan, Employment Insurance Employer contributions, and Workers' Compensation premiums. Such benefits will be prorated to the extent that the benefits are based on the employees' salaries.

(j) *Leaves of Absence*: With the exception of bereavement leave which will be extended as per Clause 18.1, all other special leave will be fifty percent (50%) of that outlined in Article 18 of the Collective Agreement. Professional appointments as outlined in Clause 18.4 shall be scheduled for time outside of normal working hours.

(k) All job share proposals shall be subject to mutual agreement between the Employer and the Union; similarly, the terms set out in the foregoing shall be subject to review and discussion between the Employer and the Union during the life of the Collective Agreement.

ARTICLE 26 - TERM OF AGREEMENT

26.1 Duration

This Agreement shall be binding and remain in effect to midnight February 28, 2005.

26.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after January 1, 2005 but in any event not later than midnight, January 31, 2005.

(b) Where no notice is given by either Party prior to January 31, 2005 both Parties shall be deemed to have given notice under this clause on January 31, 2005 and thereupon Clause 26.3 applies.

(c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notices on behalf of the Employer shall be given by the President or designate.

26.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 26.2, the Parties shall, within fourteen (14) calendar days after the notice was given, or such other date as may be mutually agreed, commence collective bargaining.

26.4 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. Such agreed changes shall be incorporated into this Agreement as an addendum.

26.5 Agreement to Continue in Force

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

26.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of ratification of this Agreement. "*Ratification date*" means the date by which both Parties have received the approval from their principals to execute the terms of the new Agreement. This Agreement was ratified on January 19, 2004.

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER**

George Heyman, President

Lynda MacKenzie, President

Holly Fenrick, Bargaining Unit Chairperson

Sharon Jordan, Operations Manager

Fairleigh Murray, Staff Representative

Norma E. Cannon, Labour Relations Consultant

DATED: _____

APPENDIX A - JOB CLASSIFICATIONS AND SALARY RANGES

Classification	Current	2002/03/01 2%	2003/03/01 2%	2004/03/01 1.5%
Unlicensed	10.76	10.98	11.20	11.37
Agent 1 – Start	11.89	12.13	12.37	12.56
Agent 1 – 12 Months	13.97	14.25	14.54	14.76
Agent 1 – 24 months	14.56	14.85	15.15	15.38
Agent 2	15.35	15.66	15.97	16.21

NOTES:

- (1) Once an unlicensed Agent secures a license, she shall immediately advance onto the Agent – Level 1 pay grid.
- (2) Incremental advancement within the Agent – Level 1 category occurs on the employee's anniversary date.
- (3) Pursuant to Clause 22.2 part-time and casual employees who are not eligible for benefits [i.e., less than twenty (20) hours per week] shall be paid the appropriate rate for the job and, in addition, a premium of ten percent (10%) for each hour worked in lieu of statutory holiday pay, illness and injury leave, and benefit plans coverage. The employee shall also receive vacation pay pursuant to Clause 16.5. The premiums shall be paid on each paycheque.
- (4) Employees within the bargaining unit as of the date of ratification of this Agreement (January 19, 2004) shall receive a five hundred dollar (\$500) bonus.

APPENDIX B - PENSION PLAN

Pursuant to Clause 22.4, where the Employer determines it would be beneficial to move to a pension plan, the Parties agree that employees will be covered under the pension plan sponsored by the B.C. Credit Union Employees’ Pension Plan.

This plan will be the defined “*benefit plan*” generally described as being based upon the 1.75% pension formula. In addition, it will consist of the following specific provisions:

- (a) Eligibility will be to all full-time and part-time employees upon completion of probation, and participation will be mandatory. Pension participation for casual employees shall be governed by the terms of the plan and the earnings threshold specified therein.
- (b) Earnings, for purposes of calculating employee contributions, shall be based upon salary rates, as set out in Appendix A, and additionally as follows:
 - (1) Employees on Short-Term Disability or WCB benefits ... participation would be as if the employee was still at work (the normal rate of pay), however if the employee chooses not to pay her contribution, the Employer contribution will not be paid.
 - (2) Employees on Long-Term Disability benefits ... employee contributions are waived, however the Employer will continue its contributions based upon the normal rate of pay.

(3) Employees on unpaid leaves of absence (e.g. maternity leave) ... may participate on the same basis as those on Short-Term Disability or WCB benefits.

(c) Employees of record as of the date of introduction of the pension plan shall have a one-time option to decide whether to be covered by its terms or to remain on the RRSP set out in Clause 22.4.

MEMORANDUM OF AGREEMENT 1 - AGENT, LEVEL 2 LICENSING

(a) In order to achieve the most effective use of human resources and to ensure that a well-trained professional work force is retained, employee development and opportunities for advancement form an integral part of human resources management.

(b) In keeping with this principle and in recognition of recent amendments to licensing introduced by the Insurance Council of British Columbia, the Parties hereby agree that the Employer may choose to offer opportunities to employees to secure the educational requirements for Agent - Level 2 licensing at the Employer's expense pursuant to Clause 11.7(e).

(c) Further, the Employer may, following successful completion of educational requirements, apply to the Insurance Council of B.C. to secure the Agent - Level 2 license for the employee as a long-term strategy to enable the employee to gain the experiential years of service required by the Insurance Council of B.C. to later attain an Agent - Level 3 license where further educational qualifications are met.

(d) It is agreed by the Parties that the initiative set out above will not result in an automatic increase to the Agent - Level 2 rate of pay unless a vacancy at that level is identified and posted pursuant to Article 11, and the employee is the successful applicant. However, such licensing will result in the payment of substitution pay at the Agent - Level 2 rate whenever such an employee is on site in the absence of the Branch Manager for five (5) or more consecutive workdays. Such pay shall be retroactive to the first day of absence.

(e) Any issues of concern arising out of this Memorandum shall be referred to the Labour-Management Relations Committee for resolution.

Agreed and ratified: June 1, 1999

LETTER OF UNDERSTANDING 1 - WELFARE BENEFIT SCHEMES (ARTICLE 22)

The following is a brief description of our Welfare Benefit Plans. For a more detailed interpretation refer to your Employee Benefits Handbook.

(a) *Medical Services Plan:* An eligible employee must be a resident of B.C. for at least three (3) months. Benefits and premium rates shall be in accordance with the policy of the Plan. Commencing January 1, 2004 the Employer agrees to pay fifty percent (50%) of the cost of the premiums for eligible employees and their families.

(b) *Extended Health Benefits:* The following are general benefits under the plan which may be covered: hospital; convalescent/rehabilitation hospital; nursing care; ambulance; prescription drugs; medical equipment; ostomy supplies; orthopaedic supplies; hearing aids; paramedical practitioners; dental treatment (due to accident); vision care; out-of-province travel; travel assistance services; etcetera.

Where the terms of the Plan allow, an eligible employee will be issued a "pay direct" card and the Plan will reimburse eighty percent (80%) of the first five hundred dollars (\$500) of insured eligible expenses for drugs and eighty percent (80%) of the first five hundred dollars (\$500) of insured eligible expenses

for paramedical services and thereafter additional insured expenses over five hundred dollars (\$500) in each category will be reimbursed at the rate of one hundred percent (100%) where maximums set out in the Plan allow. For detailed information on extended health benefits, including restrictions and maximums allowed under the Plan, refer to the current Employee Benefits Handbook for D.A. Townley Plan #11201.

(c) *Group Life Insurance*: The amount of the insurance benefit is based on three (3) times the annual salary of the employee to a maximum benefit of six hundred thousand dollars (\$600,000).

Age change occurs on the first of the month coincident with or next following the month of birth. On the sixty-fifth (65th) birthday of the employee, the amount applicable to the employee will be reduced by fifty percent (50%). The benefit terminates at age seventy (70). Refer to the current Employee Benefit Handbook for Manulife Plan #28435.

(d) *Accidental Death and Dismemberment*: Based on three (3) times the annual salary to a maximum of six hundred thousand dollars (\$600,000); see benefits booklet for limitations. Refer to the current Employee Benefit Handbook for Manulife Plan #28435.

(e) *Dental Plan*: Covers seventy-five percent (75%) of basic and preventative service, seventy-five percent (75%) of major restorative service, seventy-five percent (75%) endodontics and periodontics, and fifty percent (50%) of orthodontic to a lifetime maximum benefit of two thousand dollars (\$2,000). For expenses not covered, or limitations, refer to the current Employee Benefits Handbook for D.A. Townley Plan #11201.

(f) *Short-Term Disability*: Weekly income insurance when employee is totally unable to perform the duties of her regular occupation because of non-work related injury or illness, providing she is under the full-time care of a physician. For a description on the benefit, see Article 17 of the Collective Agreement and refer to current Employee Benefits Handbook for D.A. Townley Plan #11201.

- *Benefit* - Non-taxable monthly benefit equal to sixty-seven percent (67%) of monthly salary to a maximum of ten thousand dollars (\$10,000); employees shall be entitled to maintain pay for the two (2) week waiting period in accordance with the provisions of Article 17; Short-Term Disability coverage begins after fourteen (14) calendar days of disability and extends to a maximum of fifteen (15) weeks (15th day to 119th day), after which time Long-Term Disability would commence.

(g) *Long-Term Disability*: A monthly income insurance benefit which is payable when an employee is disabled and is under the full-time care of a physician. Refer to the current Employee Benefit Handbook for Manulife Plan #28435.

- *Benefit* - Non-taxable monthly benefit equal to sixty-seven percent (67%) of monthly salary to a maximum of ten thousand dollars (\$10,000); commences on the one hundred and twentieth (120th) calendar day of continuous total disability; duration - two (2) years of total disability [one hundred and four (104) weeks less the fifteen (15) weeks of Short-Term Disability and two (2) week waiting period, e.g., eighty-five (85) weeks].
- Eligibility during this two (2) year period is established where the employee is unable to perform the duties of her regular occupation; benefits will continue if disability prevents the employee from performing the duties of any occupation for which she is considered qualified; benefits are payable for the duration of the disability but not beyond the employee's sixty-fifth (65th) birthday.

(h) In the event that the Canada Customs and Revenue Agency rejects the wage replacement plans (STD and/or LTD) as “employee pay-all Plans” the levels of coverage extended to eligible employees will revert to the levels set out under the previous Collective Agreement (March 1, 1999 to February 28, 2002).

(i) *Employee and Family Assistance Plan:* Counselling and coping services will be extended under this Plan to all eligible employees and their dependants. Refer to the current Employee Benefits Handbook for FGI World Plan #404.

Agreed and ratified: January 19, 2004

LETTER OF UNDERSTANDING 2 - COMBINED SENIORITY BLOCK “ROVER” POSITION

Where, during the life of this Agreement, the Employer creates a dual seniority block (Barriere/Clearwater) position, it is agreed that the following terms shall apply to the occupant of such a position:

(a) For the purposes of Definition (c) and all other relevant provisions of the Collective Agreement, except as may otherwise be noted below, the incumbent would be regarded as a “full-time” or “part-time” employee with all commensurate benefit entitlements.

(b) For the purposes of Clauses 2.6, 2.10(b), 16.6(c), and 18.3, the position shall be deemed to be in one Branch (e.g., if the incumbent decided to become a steward, she would not be regarded as encumbering two steward positions and thus reduce the Union’s overall entitlement).

(c) The creation of this position is specifically without prejudice to the provisions of Clause 11.5 and such agreement shall not operate, in any way, as a bar for the Union to insist upon adherence to those provisions in all other work situations.

(d) For the purposes of Clause 11.7(g), the word “*town*” shall be deemed to refer to the location in which the incumbent resides. Similarly, the entitlements expressed in Clause 18.4(b) shall be calculated in the same manner.

(e) For the purposes of Clauses 11.3, 16.3, 16.6(a) and (b), 23.6(a), (c) and (d) and Article 12, the incumbent will be deemed to have full seniority in both the Barriere and Clearwater seniority blocks.

(f) With respect to the operation of Clauses 12.6(e), 21.4(b) and 21.6(d), where an employee on recall (other than a former incumbent of this dual seniority block position) declines a recall to this position, it shall not be deemed as a resignation or a forfeiture of remaining recall or other contractual rights.

(g) All provisions of Article 23 shall be extended to the incumbent, except as amended or clarified below:

(1) For the purposes of Clause 23.6(b), as the posted nature of the position requires the incumbent to work half-time in the Barriere seniority block and half-time in the Clearwater seniority block, no mileage reimbursement will occur for distances travelled to and from work on that basis. However, where the division of the assignment alters, such that the incumbent must spend more than three days in any work week in either the Clearwater Branch or the Barriere Branch, she shall receive an allowance of twenty dollars (\$20) per day, for each day in excess of three, that is worked during that workweek in either Branch. This allowance is intended to assist the incumbent with fuel costs.

(2) The express provisions of Clause 23.6(b) shall apply to all distances travelled on the Employer’s business during working hours (ie, once the incumbent has commenced work at any one location or where she is assigned to work outside either the Barriere or Clearwater seniority blocks).

(3) With respect to Clause 23.7, in any workweek where the incumbent is required to work more than three days at either location, she shall be eligible to receive reimbursement for

receipted childcare expenses (if any) that are in excess of childcare expenses that would have normally been incurred had the alteration in the assignment not occurred.

(h) The incumbent shall receive reimbursement for “business use” insurance premiums.

(i) It is agreed that where unanticipated circumstances arise respecting this work arrangement, or its impact on provisions contained in the Collective Agreement, the Labour-Management Relations Committee shall convene a meeting at the call of either Party to attempt to reach agreement on the matter.

Agreed and ratified: January 19, 2004

LETTER OF UNDERSTANDING 3 - EXPANSION IN THE BARGAINING UNIT

(a) The provisions of this Letter of Understanding will apply at such time that the Union varies, into the current certification, any other insurance offices operated by the Employer where such location(s) has regular hours of operation in excess of thirty-five point five (35.5) hours per week; where the branch or office is a six (6) day operation; where the location is outside of the geographic boundaries of existing seniority blocks; and/or where the location provides road running services.

(b) Pursuant to Clause 12.1, at the time of the variance to the current certification, the following Articles and/or clauses will be reopened for review in order to accommodate the inclusion of the new group of employees:

- (1) Clause 10.5 Seniority Lists;
- (2) Clause 12.1 Role of Seniority in Layoff (seniority blocks);
- (3) Clause 13.1 Standard Hours of Work;
- (4) Clause 13.2 Work Schedules (flexible workweek - road runners);
- (5) Article 15 Paid Holidays (Easter Monday coverage, etcetera - road runners, lieu day conversion, etcetera - forty [40] hour workweek);
- (6) Clause 21.5 Salary Protection - Technological Change (forty [40] hour workweek).

Agreed and ratified: January 19, 2004

LETTER OF UNDERSTANDING 4 - TERM CERTAIN CASUAL EMPLOYEES

(a) For the life of this Agreement, the Parties agree to expand Definition (c) of the Collective Agreement to include the following:

- (iii) term certain assignments for a defined period of time not to exceed twenty-five (25) workdays at any one time anywhere within the bargaining unit. “*Term certain appointments*” shall be subject to mutual agreement between the Parties and shall only occur where there is no impact to the hours of work available to existing members of the bargaining unit, including those eligible for recall under Articles 12 and 13.

The final sentence of Definition (c) to remain as it appears.

(b) The Employer will notify the Union in advance when it intends to exercise its rights under this section, and shall provide the Union with the reasons for, and duration of, the appointment.

(c) A casual employee appointed on a term-certain basis shall receive a letter of appointment clearly stating his/her status and expected duration of employment. A copy of this letter will be faxed to the local BCGEU office.

(d) Upon completion of fifty (50) workdays [355 hours] in a six (6) month period, such an employee's seniority shall be backdated to the date of his/her first shift worked in the bargaining unit. Thereafter, such an employee shall have the same contractual entitlements as those available to other seniority-rated casual employees within the bargaining unit.

(e) Casual employees hired on a term-certain basis who have not achieved seniority status shall be considered laid off at the conclusion of each assignment without right of recall or severance pay. Such employees shall be covered by all provisions in this Collective Agreement that are applicable to casual employees except Clauses 2.10(a) and (b), 13.6, 13.7, 18.3, 21.3 and 21.4. Further, such employees shall not be entitled to the provisions of Article 10 except as provided in (d) above, Article 12, or recognition as an internal candidate under Article 11.

Agreed and ratified: January 19, 2004