

**COLLECTIVE AGREEMENT**

**between the**

**BARKERVILLE HERITAGE TRUST**

**and the**

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

**Effective from June 20, 2007 to October 31, 2009**

## TABLE OF CONTENTS

<b>ARTICLE 1 - PREAMBLE.....</b>	<b>2</b>
1.1 Purpose of Agreement .....	2
1.2 Future Legislation .....	3
1.3 Conflict with Regulations.....	3
1.4 Singular and Plural.....	3
1.5 Human Rights Code.....	3
1.6 Other Forms of Harassment.....	4
1.7 Sexual Harassment.....	4
1.8 Discrimination and Sexual Harassment .....	5
1.9 No Strikes or Lockouts .....	6
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS .....</b>	<b>6</b>
2.1 Bargaining Unit Defined .....	6
2.2 Bargaining Agent Recognition.....	7
2.3 Correspondence .....	7
2.4 No Other Agreement .....	7
2.5 No Discrimination for Union Activity .....	7
2.6 Recognition and Rights of Stewards .....	7
2.7 Bulletin Boards .....	8
2.8 Union Insignia.....	8
2.9 Right to Refuse to Cross Picket Lines.....	8
2.10 Time Off for Union Business .....	8
2.11 Union Meetings.....	9
2.12 Emergency Services.....	9
<b>ARTICLE 3 - UNION SECURITY/JURISDICTION .....</b>	<b>9</b>
3.1 Condition of Continued Employment .....	9
<b>ARTICLE 4 - CHECK-OFF OF UNION DUES .....</b>	<b>9</b>
<b>ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES.....</b>	<b>10</b>
<b>ARTICLE 6 - EMPLOYER'S RIGHTS.....</b>	<b>10</b>
<b>ARTICLE 7 - EMPLOYER/UNION RELATIONS .....</b>	<b>10</b>
7.1 Union and Employer Representation .....	10
7.2 Union Bargaining Committees.....	11
7.3 Union Representatives .....	11
7.4 Technical Information .....	11
<b>ARTICLE 8 - GRIEVANCES.....</b>	<b>11</b>
8.1 Grievance Procedure.....	11
8.2 Step 1.....	11
8.3 Time Limits to Present Initial Grievance .....	12
8.4 Step 2.....	12
8.5 Time Limit to Reply at Step 2 .....	12
8.6 Failure to Act .....	12
8.7 Time Limits to Submit to Arbitration .....	12
8.8 Administrative Provisions .....	12
8.9 Dismissal or Suspension Grievances.....	13
8.10 Deviation from Grievance Procedure.....	13
8.11 Policy Grievance.....	13
8.12 Technical Objections to Grievances.....	13
8.13 Effective Date of Settlements .....	13

8.14	Amending Time Limits .....	13
<b>ARTICLE 9 - ARBITRATION.....</b>		<b>13</b>
9.1	Notification .....	13
9.2	Assignment of a Single Arbitrator.....	14
9.3	Arbitration Procedure .....	14
9.4	Arbitrator's Decision.....	14
9.5	Disagreement on Decision.....	14
9.6	Costs.....	14
9.7	Amending Time Limits .....	14
9.8	Expedited Arbitration .....	15
<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>15</b>
10.1	Burden of Proof .....	15
10.2	Dismissal.....	15
10.3	Suspension .....	15
10.4	Dismissal and Suspension Grievance.....	16
10.5	Right to Grieve Other Disciplinary Action .....	16
10.6	Employee Appraisal Form.....	16
10.7	Personnel File.....	16
10.8	Right to Have Steward Present.....	16
10.9	Rejection During Probation .....	17
10.10	Abandonment of Position .....	17
<b>ARTICLE 11 - SENIORITY .....</b>		<b>17</b>
11.1	Seniority Defined.....	17
11.2	Seniority List.....	17
11.3	Loss of Seniority .....	17
11.4	Re-employment.....	18
11.5	Bridging of Service.....	18
<b>ARTICLE 12 - SERVICE CAREER POLICY .....</b>		<b>18</b>
12.1	Postings .....	18
12.2	Selection Procedures.....	19
12.3	Notification .....	19
12.4	Dispute Procedure.....	19
12.5	Trial Period .....	19
<b>ARTICLE 13 - LAYOFF AND RECALL .....</b>		<b>19</b>
13.1	Layoff Procedure .....	19
13.2	Recall.....	20
<b>ARTICLE 14 - HOURS OF WORK .....</b>		<b>20</b>
14.1	Hours of Work .....	20
14.2	Work Schedules .....	20
14.3	Rest Periods .....	20
14.4	Meal Periods .....	20
14.5	Minimum Daily Hours.....	21
14.6	Travel Time.....	21
14.7	Alternative Shift Schedules .....	21
<b>ARTICLE 15 - SHIFT WORK .....</b>		<b>21</b>
15.1	Definition of Shifts and Shift Premiums .....	21
15.2	Shift Premium Entitlement.....	22
15.3	Notice of Work Schedules.....	22
15.4	Short Changeover Premium .....	22

15.5	Exchange of Shifts .....	22
<b>ARTICLE 16 - OVERTIME .....</b>		<b>22</b>
16.1	Definitions.....	22
16.2	Authorization and Application of Overtime .....	23
16.3	Overtime Entitlement.....	23
16.4	Recording of Overtime .....	23
16.5	Sharing of Overtime .....	23
16.6	Overtime Compensation.....	23
16.7	Overtime Meal Allowance .....	23
16.8	No Layoff to Compensate for Overtime .....	24
16.9	Right to Refuse Overtime.....	24
16.10	Overtime for Part-time Employees .....	24
16.11	Callout Provisions.....	24
16.12	Rest Interval After Overtime .....	25
<b>ARTICLE 17 - PAID HOLIDAYS .....</b>		<b>25</b>
17.1	Paid Holidays .....	25
17.2	Eligibility for Paid Holidays.....	25
17.3	Calculation of Holiday Pay .....	26
17.4	Holiday Falling on a Day of Rest.....	26
17.5	Holiday Falling on a Scheduled Workday .....	26
17.6	Holiday Coinciding with a Day of Vacation.....	26
17.7	Christmas or New Year's Day Off.....	26
17.8	Workday Scheduled on Paid Holiday .....	26
<b>ARTICLE 18 - ANNUAL VACATIONS.....</b>		<b>26</b>
18.1	Annual Vacation Entitlement for Seasonal, Casual and Term Specific Employees.....	26
18.2	Annual Vacation Entitlement for Regular Employees .....	27
18.3	Termination of Employment .....	27
18.4	Entitlement.....	27
18.5	Vacation Scheduling.....	27
<b>ARTICLE 19 - SICK LEAVE.....</b>		<b>27</b>
19.1	Sick Leave Credits .....	27
<b>ARTICLE 20 - SPECIAL AND OTHER LEAVE .....</b>		<b>27</b>
20.1	Bereavement Leave .....	27
20.2	Family Illness.....	28
20.3	Full-time Public Duties.....	28
20.4	Leave for Court Appearances.....	28
20.5	Leave for Writing Examinations .....	29
20.6	Leave for Taking Courses .....	29
20.7	Elections.....	29
20.8	General Leave .....	29
20.9	Leave for Medical and Dental Care .....	29
20.10	Emergency Service Leave .....	29
20.11	Other Religious Observances .....	30
20.12	Compassionate Care Leave .....	30
<b>ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE .....</b>		<b>30</b>
21.1	Maternity Leave.....	30
21.2	Parental Leave.....	31
21.3	Leave Without Pay .....	31
21.4	Aggregate Leave.....	31
21.5	Return from Leave.....	31

21.6	Benefit Plan.....	31
21.7	Seniority Rights on Reinstatement.....	31
21.8	Sick Leave Credits.....	32
<b>ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY.....</b>		<b>32</b>
22.1	Statutory Compliance.....	32
22.2	Joint Occupational Health and Safety Committee.....	32
22.3	Unsafe Work Conditions.....	32
22.4	Investigation of Accidents.....	32
22.5	Occupational First Aid Requirements and Courses.....	33
22.6	Injury Pay Provision.....	33
22.7	Transportation of Accident Victims.....	33
22.8	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances.....	33
22.9	Radio Contact or Employee Check.....	33
22.10	Workplace Violence.....	34
22.11	Pollution Control.....	34
22.12	Training Program for Occupational Health and Safety Committee Members.....	34
22.13	Skin Protection From Ultra Violet Radiation.....	34
22.14	Strain Injury Prevention.....	34
<b>ARTICLE 23 - JOINT LABOUR/MANAGEMENT COMMITTEE.....</b>		<b>35</b>
23.1	Establishment of Joint Committee.....	35
23.2	Meetings of Committee.....	35
23.3	Co-Chairs.....	35
23.4	Responsibilities of the Committee.....	35
23.5	Normal Layoff.....	36
<b>ARTICLE 24 - CONTRACTING OUT.....</b>		<b>36</b>
<b>ARTICLE 25 - HEALTH AND WELFARE.....</b>		<b>36</b>
25.1	Eligibility.....	36
25.2	Change of Carrier.....	36
25.3	Plan Coverage.....	37
25.4	RRSP.....	37
25.5	Health and Welfare for Casual and Seasonal Employees.....	37
<b>ARTICLE 26 - WORK CLOTHING.....</b>		<b>37</b>
26.1	Work Clothes, Uniforms and Allowances.....	37
<b>ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>37</b>
27.1	Equal Pay.....	37
27.2	Paydays.....	38
27.3	Rates of Pay.....	38
27.4	Substitution Pay.....	38
27.5	Rate of Pay on Promotion.....	38
27.6	Payment on Temporary Assignment.....	38
27.7	Vehicle Allowances.....	38
27.8	Meal Allowances.....	39
27.9	Cashier Policy.....	39
27.10	Upgrading Qualifications.....	39
27.11	Accommodation, Board and Lodging.....	39
27.12	Salary Rate Upon Employment.....	39
27.13	Telephone Allowance.....	39
27.14	Salary Rate on Demotion.....	39
27.15	Lodging Allowance.....	39
27.16	Qualified Registered Professional Fees.....	39

<b>ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION.....</b>	<b>40</b>
28.1 Classification and Salary Assignments .....	40
<b>ARTICLE 29 - CASUAL EMPLOYEES .....</b>	<b>40</b>
29.1 Casual Employees.....	40
29.2 In-Service Status for Applying for Other Positions .....	40
29.3 Seniority .....	40
29.4 Loss of Seniority, Layoff & Recall .....	41
29.5 Application of Agreement .....	41
<b>ARTICLE 30 - GENERAL CONDITIONS .....</b>	<b>42</b>
30.1 Tools.....	42
30.2 Indemnity .....	42
30.3 Payroll Deductions.....	42
30.4 Political Activity .....	43
30.5 Copies of Agreements .....	43
30.6 Travel Advance.....	43
30.7 Private Vehicle Damage .....	43
30.8 Personal Property Damage .....	43
30.9 Disclosure of Information.....	44
30.10 Electronic Monitoring.....	44
30.11 Motor Vehicle .....	44
<b>ARTICLE 31 - SPECIAL EMPLOYMENT PROGRAMS.....</b>	<b>44</b>
<b>ARTICLE 32 - TERM OF AGREEMENT .....</b>	<b>45</b>
32.1 Duration .....	45
32.2 Notice to Bargain .....	45
32.3 Commencement of Bargaining.....	45
32.4 Change in Agreement .....	45
32.5 Agreement to Continue in Force .....	45
32.6 Effective Date of Agreement.....	45
<b>APPENDIX A - Rates of Pay .....</b>	<b>47</b>
<b>APPENDIX B - List of Arbitrators per Article 9.....</b>	<b>48</b>

**DEFINITIONS**

For the purpose of this Agreement:

- (1) "*bargaining unit*" – means all employees of Barkerville Heritage Trust except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions;
- (2) "*child*" – wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
- (3) "*common-law spouse*" – includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (4) "*continuous employment*" – or "*continuous service*" – means uninterrupted employment with Barkerville Heritage Trust, including service prior to certification, subject to the provisions of Clause 11.3;
- (5) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (6) "*demotion*" – means a change from an employee's position to one with a lower maximum salary;
- (7) "*employee*" – means a member of the bargaining unit and includes:
  - a. "*full-time regular employee*" - meaning an employee who is employed for work which is of a continuous full-time nature, who works an average of thirty-five (35) or more hours per week;
  - b. "*part-time regular employee*" – meaning an employee who is employed for work which is of a continuous nature, but less than full-time;
  - c. "*casual employee*" – meaning an employee who is employed for work but which may be on an on-call basis which is not of a continuous nature such as:
    1. temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave, or other leave;
    2. temporary positions for short term projects less than those defined as seasonal or term specific;
  - d. "*seasonal employee*" – meaning an employee who is employed for work on a regular full-time basis during the normal operating season;
  - e. "*term specific employee*" – means an employee who is employed for work having a predetermined end date with predetermined specific objectives to be completed within the term;
  - f. "*employee*"- does not include: incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement or excluded by the *Labour Relations Code of BC*;
- (8) "*Employer*" – means Barkerville Heritage Trust;

- (9) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;
- (10) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (11) "*layoff*" – includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization;
- (12) "*leave of absence with pay*" – means to be absent from duty with permission and with pay;
- (13) "*leave of absence without pay*" – means to be absent from duty with permission but without pay;
- (14) "*probation*" – means the first five (5) months of the initial employment; or the duration of the first season of seasonal employment; or the duration of the first term of a term certain appointment; or the first sixty (60) working days for a casual employee;
- (15) "*promotion*" – means a change from an employee's position to one with a higher maximum salary level;
- (16) "*resignation*" – means a voluntary notice by the employee that they are terminating their service on the date specified;
- (17) "*rest period*" – is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (18) "*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;
- (19) "*spouse*" – includes husband, wife and common-law spouse;
- (20) "*travel status*" – when an employee is assigned to a work location so far removed from the worksite that it is impractical for him/her to be returned to his/her worksite at the end of each day's work, he/she will be considered to be on travel status;
- (21) "*Union*" – means the B.C. Government & Service Employees' Union (BCGEU);
- (22) "*workday*" – is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (23) "*work schedule*" – means the roster of work hours and days to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.



(b) The parties to this Agreement share a desire to improve the quality of services that are provided to the public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels.

## **1.2 Future Legislation**

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

## **1.3 Conflict with Regulations**

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

## **1.4 Singular and Plural**

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

## **1.5 Human Rights Code**

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

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

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.8. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.8.

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

## 1.6 Other Forms of Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment and agree that employees who engage in harassment may be disciplined.
- (b) Harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon, but is not limited to, another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. Such behaviour could include:
  - (1) physical threats or intimidation;
  - (2) words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- (c) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.

## 1.7 Sexual Harassment

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

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.8. In either event a complaint of sexual harassment, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.8.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;

- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

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

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

## **1.8 Discrimination and Sexual Harassment**

### *Complaint Procedures:*

- (a) All persons involved in the handling of a discrimination or sexual harassment complaint herein shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.
- (b) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the CEO, for assistance in resolving the issue within six (6) months of the alleged occurrence. The CEO will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The CEO will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the CEO is the respondent, the employee shall approach the Chairperson of Barkerville Heritage Trust.
- (d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Chairperson of Barkerville Heritage Trust or their designate within thirty (30) days of receiving the CEO's response or when the response was due.

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

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

- (e) The Chairperson of the Barkerville Heritage Trust or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the Barkerville Heritage Trust or such later dates as may be mutually agreed by the Employer and the Union.
- (f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to a mutually acceptable independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint, or;
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.
- (h) If the adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.
- (i) Pending the determination of the complaint, the Chairperson of the Barkerville Heritage Trust 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.
- (j) The complainant will not be moved without their agreement.

## **1.9 No Strikes or Lockouts**

During the term of this Agreement, the Employer shall not cause or direct any lockout of employees and neither the Union, nor any representative of the Union, nor any employee shall in any way authorize, encourage or participate in any strike.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

- (a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and (or) confidential exclusions, or excluded by the Labour Relations Board.
- (b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement, or excluded by the Labour Relations Board.
- (c) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organizational chart, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.
- (2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.

(3) If no agreement is reached or if no response is received from the Union within ninety (90) days of the date of notification in (1) above, the Employer may refer the matter to the Labour Relations Board.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit as defined in this Agreement.

## **2.3 Correspondence**

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or their designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of this Agreement, as it applies to that employee, shall be forwarded to the President of the Union or their designate.

## **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 and Rights of Stewards**

(a) The Employer recognizes the Union's right to select up to two (2) stewards to represent employees.

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

(c) A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

(d) The duties of steward shall include:

(1) investigation of complaints of an urgent nature;

(2) investigation of grievances and assistance to any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;

(3) supervision of ballot boxes and other related functions during ratification votes;

(4) attending meetings at the request of the Employer.

(e) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize Employer assembly rooms for the purpose of the election of a union steward on the employees' time. This clause is subject to the availability of a suitable employee, who shall accept

responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

## **2.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. Such information shall be posted by and removed by a designated steward.

## **2.8 Union Insignia**

(a) The parties agree that all union employees are entitled to wear a union button on duty, except where it would conflict with a period costume uniform. Where buttons are permitted, the button and the manner in which the button is worn shall not detract from the employee's professional appearance.

(b) The Union agrees to furnish to the Employer one (1) union shop card to be displayed on the premises at a mutually agreeable location. Such card will remain the property of the Union and shall be surrendered upon demand.

## **2.9 Right to Refuse to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code of British Columbia*. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## **2.10 Time Off for Union Business**

(a) *Without Pay* – with reasonable written notice leave of absence without pay and without loss of seniority will be granted:

(1) to an elected or appointed representative of the Union to attend convention 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) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal.

(5) to up to two (2) employees who are representative of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer. Subject to operational requirements a third employee may be granted such leave and permission for the leave will not be unreasonably withheld.

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

- (c) The Employer will not unreasonably withhold any request for leave of absence without pay:
  - (1) for employees selected for a full-time position with the Union for a period of one (1) year;
  - (2) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union;
  - (3) for an employee elected to any body to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request.

### **2.11 Union Meetings**

- (a) Employees may attend a meeting with a representative of the Union at their worksite from time to time as mutually agreeable.
- (b) The Union shall provide not less than two (2) weeks' notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.
- (c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

### **2.12 Emergency Services**

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union agree to provide services of an emergency nature and where agreement can not be achieved, the matter will be resolved by the Labour Relations Board.

## **ARTICLE 3 - UNION SECURITY/JURISDICTION**

### **3.1 Condition of Continued Employment**

All employees 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.

## **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President

of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

#### **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

(a) At the time of hire, new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

(b) A new employee shall also be provided with:

- (1) The name, location and work telephone number of the steward, and;
- (2) An authorization form for union dues check-off.

(c) The steward shall be advised of the name, location and work telephone number of the new employee.

(d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment.

(e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.

(f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

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

The Union agrees that the Employer has an undisputed right to operate and manage its operations in all respects except as expressly and specifically limited by this Agreement.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Union and Employer Representation**

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



## **7.2 Union Bargaining Committees**

A union bargaining committee shall be appointed and consist of two (2) representatives plus the President of the Union or his designate. The Union shall have the right at any time to have the assistance of members and the staff of the Union when negotiating with the Employer.

## **7.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer or section concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to local chairpersons, and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer or section concerned.

## **7.4 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

# **ARTICLE 8 - GRIEVANCES**

## **8.1 Grievance Procedure**

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

## **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so not later than thirty (30) days after the date:

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

### **8.4 Step 2**

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

### **8.5 Time Limit to Reply at Step 2**

- (a) Within twenty-one (21) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within thirty (30) days of receiving the grievance at Step 2.

### **8.6 Failure to Act**

Should either party exceed the time limits set out in this article, or fail to request an extension of the time limits, in writing, within the time limits, the party exceeding the time limits must concede the grievance. Requests for time limit extensions shall not be unreasonably withheld.

### **8.7 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9-Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

### **8.8 Administrative Provisions**

- (a) Replies to grievances at Step 2 of the grievance and notification to arbitrate shall be by certified mail, courier or by facsimile.

(b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Employer or the Union.

### **8.9 Dismissal or Suspension Grievances**

In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension (including a suspension for just cause pending investigation), the grievance may be filed directly at Step 2 of the Grievance Procedure within thirty (30) days of the date on which the dismissal, rejection on probation, or suspension occurred, or within thirty (30) days of the employee receiving such notice.

### **8.10 Deviation from Grievance Procedure**

(a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through another adjudication process, the Union agrees the grievance will be considered abandoned.

### **8.11 Policy Grievance**

Where either party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) days of the occurrence, or of the aggrieved party becoming aware of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 – Arbitration.

### **8.12 Technical Objections to Grievances**

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

### **8.13 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article other than Clause 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, or such other date as may be mutually agreed to by the parties, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

### **8.14 Amending Time Limits**

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

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitral, or where an

allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8-Grievances, notify the other party within thirty (30) days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three (3) business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

(c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven (7) weeks from the date that such a hearing is requested.

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

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

(c) The parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.

## **9.3 Arbitration Procedure**

The arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

## **9.4 Arbitrator's Decision**

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

## **9.5 Disagreement 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 they shall make every effort to do within seven (7) days.

## **9.6 Costs**

The parties to this Agreement shall jointly bear the cost of the arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

## **9.7 Amending Time Limits**

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

## 9.8 Expedited Arbitration

- (a) The parties may, upon mutual agreement, submit a grievance or group of grievances to the expedited arbitration process set out in this Clause 9.8, and shall set dates and locations for hearings of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (1) dismissals;
  - (2) rejection on probation;
  - (3) suspension in excess of twenty (20) workdays;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the Agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a party intends to raise a preliminary objection;
  - (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear and resolve grievances under this process.
- (d) The arbitrator shall hear the grievance(s) and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (h) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

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

### 10.2 Dismissal

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

### 10.3 Suspension

The Employer may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

#### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8-Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

#### **10.5 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include:
  - (1) written censures;
  - (2) letters of reprimand.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from a full-time employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. For other employees the time shall be twenty-four (24) months.
- (d) 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.

#### **10.6 Employee Appraisal Form**

- (a) The Employer agrees to review and consult with the Joint Labour/Management Committee any format for the formal appraisal of employees, prior to its implementation. Any final decision with respect to format of the formal appraisal process shall be made by the Employer.
- (b) Any grievance regarding performance appraisals shall be limited to a determination as to whether or not the Employer acted in good faith in appraising an employee's performance.
- (c) An employee shall receive a copy of their appraisal upon request.

#### **10.7 Personnel File**

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

#### **10.8 Right to Have Steward Present**

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action, provided the steward is available and that this provision does not result in an undue delay in the administration of the disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operation 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 staff representative present at any discussion with supervisory personnel which the steward believes

might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

### **10.9 Rejection During Probation**

(a) The Employer may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8 – Grievances, grieve the decision within thirty (30) days of receiving the notice of rejection. Such grievance may be filed at Step 2 in accordance with Clause 8.9(a).

### **10.10 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive workdays without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

(a) Service seniority shall mean the length of continuous service as an employee employed at Barkerville Heritage Trust, since the employee's last date of hire. Seconded employees employed at Barkerville by the Public Service of British Columbia who become employees of the Employer shall receive seniority credit for the time employed by the Public Service provided any break in regular service between the two Employers is not longer than two (2) months.

(b) For employees hired on a seasonal basis, an employee shall only have seniority once they complete work at the completion of their first (1<sup>st</sup>) season of employment, and at that time seniority will be backdated to the employee's original date of hire. The Employer agrees to notify seasonal employees, at the completion of their first season of employment, that they are eligible for re-hire for subsequent seasons. A seasonal employee who does not work a second consecutive season, shall be considered a new hire should they be hired at a future date.

(c) Employees (excluding contractors) hired for specific projects of a temporary or term specific nature will not accumulate seniority nor shall they have any rights to recall once their term of employment is completed. If their term is ended prior to the scheduled date, they shall receive a minimum five (5) working days advance notice in writing of layoff, or pay in lieu.

### **11.2 Seniority List**

A current service seniority list for employees as of December 31<sup>st</sup> will be provided by the Employer to the President of the Union on or before March 31<sup>st</sup> of the following year. Requests from the Union, for periodic updates to the seniority list, will not be unreasonably denied.

### **11.3 Loss of Seniority**

(a) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over thirty (30) calendar days.

- (b) An employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification.
- (d) An employee shall lose their seniority as an employee in the event that:
- (1) they are discharged for just cause;
  - (2) they voluntarily terminate their employment or abandon their position;
  - (3) they are on layoff for more than twelve (12) months;
  - (4) accepts a position with the Employer which is outside of the bargaining unit, except for temporary appointments for less than one hundred and twenty (120) working days. This period may be extended by mutual agreement between the parties.

#### **11.4 Re-employment**

An employee who resigns their position and within ninety (90) days is re-employed as an employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

#### **11.5 Bridging of Service**

If a full-time regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application they shall be credited with length of service accumulated at time of terminate for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a full-time regular employee with at least two (2) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

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

### **ARTICLE 12 - SERVICE CAREER POLICY**

#### **12.1 Postings**

- (a) Vacancies for positions in the bargaining unit, that are to be filled, for positions in the bargaining unit, shall be posted within thirty (30) days. The Employer may also seek applicants from outside the bargaining unit.
- (b) Notices shall be posted at least seven (7) days prior to the closing date of the competition.



- (c) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (d) Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirement or equivalencies, the posting shall specify that equivalent experience is acceptable.
- (e) Temporary vacancies shall be filled by qualified employees expressing interest, based on seniority.

## **12.2 Selection Procedures**

- (a) All job selections for positions which are posted shall be made on the basis of knowledge, skill, ability, experience and seniority. In the event two (2) or more applicants, including those from outside the bargaining unit have the same relative knowledge, skill, ability and experience, seniority shall be the deciding factor.
- (b) Positions for specific projects of a temporary or term specific nature shall be filled at the discretion of the Employer.

## **12.3 Notification**

- (a) Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful applicant.
- (b) The Union's area office will be notified of the name of the successful applicant within seven (7) days of the appointment.

## **12.4 Dispute Procedure**

Any dispute arising from the selection may commence at Step 2 of the grievance procedure.

## **12.5 Trial Period**

Where a bargaining unit employee is promoted, he/she will be placed on trial for a sixty (60) working day period, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the employer. If an employee is unable or unwilling to perform the duties of the new position, they will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will be returned to their former status.

# **ARTICLE 13 - LAYOFF AND RECALL**

## **13.1 Layoff Procedure**

- (a) In the event of a layoff, full-time regular (non-seasonal) employees will be laid off by reverse seniority order in a classification. The employer shall give full-time regular employees a minimum of twenty (20) working days advance notice of layoff, in writing, or pay in lieu thereof.
- (b) Upon layoff, a full-time regular employee will have the option of displacing an employee with less seniority, provided the full-time regular employee is qualified to perform all the work of the displaced employee within a period of familiarization that shall not exceed five (5) working days. Where this option is exercised, the employee shall assume the status (eg. seasonal, casual, etc) of the employee so displaced. Notwithstanding a full-time regular employee will not be permitted to bump a term specific employee.

(c) Seasonal employees shall normally be laid off at the end of their term of employment. In the event that a seasonal employee is laid off prior to the end of their anticipated term of employment, employees will be laid off in reverse order of seniority provided the remaining employees can perform all available work to the satisfaction of the Employer. The Employer shall give seasonal employees who are laid off prior to the end of their term, a minimum five (5) working days advance notice in writing of layoff, or pay in lieu.

### **13.2 Recall**

(a) Should work for a full-time employee become available during the one (1) year recall period, the laid off full-time employees shall be recalled to work in order of service seniority, providing the employee is qualified and able to perform the work which is available after a period of familiarization that shall not exceed five (5) working days.

(b) When hiring/recalling seasonal employees the Employer shall first offer work to those seasonal employees with seniority who are available, qualified and able to perform the work which is available after a period of familiarization that shall not exceed five (5) working days. Where no qualified seasonal employees with seniority are available, the filling of seasonal positions shall be at the discretion of the Employer with consideration given to qualified casual employees. In order to be eligible for recall, a seasonal employee must, by January 31<sup>st</sup> of each year, provide the employer with up to date contact information and indicate their willingness to work the upcoming season, or the employee will lose all seniority and will not be eligible for recall.

(c) Notice of recall may be verbal, but will be confirmed in writing.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Hours of Work**

The regular hours of work shall be up to eight (8) hours within a workday, exclusive of an unpaid meal break, and up to forty (40) hours per workweek.

### **14.2 Work Schedules**

The established work schedules which include, starting times, length of workday, rest periods, lunch periods and quitting times may be modified during the term of the Agreement, provided there have been prior discussions between the Employer and the shop stewards. Such discussions may be initiated by either party.

### **14.3 Rest Periods**

All employees shall have two (2) , fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

### **14.4 Meal Periods**

Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift. The length of the meal period shall not be less than thirty (30) minutes, nor more then sixty (60) minutes by mutual agreement.

#### 14.5 Minimum Daily Hours

(a) In the event an employee reports for work and there is no work available, the employee shall receive two (2) hours pay at the basic rate, unless the employee is unfit to work; fails to comply with Part 3 of the *Workers' Compensation Act*, or a regulation under that Part; or if the work is suspended for reasons completely beyond the Employer's control, including unsuitable weather conditions.

(b) In the event an employee starts work and work is suspended prior to the employee having completed their normal shift, the employee shall receive a minimum four (4) hours pay at the basic rate, unless the employee is unfit to work; fails to comply with Part 3 of the *Workers' Compensation Act*, or a regulation under that Part; or if the work is suspended for reasons completely beyond the Employer's control, including unsuitable weather conditions.

#### 14.6 Travel Time

Time spent travelling in the performance of an employee's duties shall be considered as time worked and if required outside of regular scheduled hours will be compensated at applicable overtime rates. Travel times does not include time travelled to and from home, except in the case of "call back" to work per Clause 16.11. This section does not apply to mutually agreed upon training sessions, conferences, and seminars, and for these activities, the supervisor and the employee will reach mutual accommodation mixing time away from work with pay and some of the employee's own time.

#### 14.7 Alternative Shift Schedules

(a) The Union agrees that the Employer shall have the right under the terms of the collective agreement to implement other schedules without overtime penalty provided the principle of the forty (40) hour workweek is maintained over an averaging period.

(b) When alternate schedules have been implemented in accordance with (a) above, the following overtime provisions will apply:

One and one-half times (1½x) an employee's basic straight-time hourly rate shall be paid for the following:

- (1) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
- (2) Hours worked in excess of forty (40) hours per week or forty (40) hour average where there is an averaging period.
- (3) All hours worked in excess of (1) above.

### ARTICLE 15 - SHIFT WORK

#### 15.1 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts*

- (1) *Day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *Afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *Night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) *Shift Premium:*

Afternoon Shift	\$1.25
Night Shift	\$1.35

**15.2 Shift Premium Entitlement**

- (a) Employees working an afternoon or night shift as identified as Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) Shift premiums will apply to overtime hours worked in conjunction with a shift.

**15.3 Notice of Work Schedules**

- (a) Work schedules for employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.
- (b) In the event that the work schedule or shift for an employee or a casual employee working a scheduled shift roster is changed without forty-eight (48) hours advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of eighty-five cents (85¢) per hour in addition to their regular pay, for work performed on the first shift to which they changed.
- (c) In the event that an employee's work schedule or shift is changed without five (5) days advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, except that if the change results from no fault of the Employer they shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

**15.4 Short Changeover Premium**

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

**15.5 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

**ARTICLE 16 - OVERTIME****16.1 Definitions**

- (a) "*Overtime*" – means work performed by a an employee in excess or outside of their regularly scheduled hours of work subject to Clause 16.10;
- (b) "*Basic rate*" - means the basic straight-time hourly rate of pay negotiated by the parties to this Agreement;

- (c) *"Time and one-half"* – means one and one-half times (1½x) the basic rate;
- (d) *"Double time"* – means twice (2x) the basic rate.

## **16.2 Authorization and Application of Overtime**

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

## **16.3 Overtime Entitlement**

- (a) Overtime rates will only be paid in those cases where an employee works in excess of their scheduled hours in a workday or in a workweek, where such overtime is authorized by management. For the purpose of calculating weekly overtime under Clause 16.6, only the regularly scheduled straight-time hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.
- (b) Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

## **16.4 Recording of Overtime**

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

## **16.5 Sharing of Overtime**

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

## **16.6 Overtime Compensation**

Subject to the provisions of Clause 16.10, where an employee is eligible for overtime payment for working in excess of their regularly scheduled hours in a workday, that employee shall be paid at time and one-half (1½x) for the first three (3) hours of eligible overtime worked in a workday and double time (2x) for any overtime hours worked in excess of three (3) hours in a nine (9) hour workday. An employee who is eligible for overtime payment for working in excess of their regularly scheduled hours in a workweek shall be paid at time and one-half (1½x) for the first twelve (12) hours of eligible weekly overtime worked and double time (2x) for any weekly overtime worked in excess of twelve (12) hours.

## **16.7 Overtime Meal Allowance**

- (a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of their scheduled daily hours, and the employee was not

notified of such overtime in advance, they shall be provided with a meal, and a meal break of one-half (½) hour with pay will be given.

The overtime meal allowance shall be.....\$14.25

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

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

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

### **16.8 No Layoff to Compensate for Overtime**

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

### **16.9 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. Notwithstanding the previous sentence, where exceptional operational requirements dictate that overtime be worked, and no volunteers are available, the Employer may assign that overtime to employees in the required classifications in reverse order of seniority and in such cases overtime shall not be voluntary.

### **16.10 Overtime for Part-time Employees**

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

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

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

### **16.11 Callout Provisions**

(a) *Callout Compensation* – A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

(b) *Callout Time which Abuts the Succeeding Shift*

(1) If the callout is for three (3) hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.

(2) If the callout is for longer than three (3) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three (3) hours.

Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

(3) For the purpose of (1) above it is agreed that "*callout*" means that an employee has been called out without prior notice.

(c) *Overtime or Callout does not Abut the Succeeding Shift*

(1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.

(2) In a callout situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift.

(3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

(d) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.

(e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1) and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

(f) A casual employee who is called back to work in a circumstance such that they would be entitled to overtime compensation for the time worked, shall also be entitled to the provision of (a) above.

## 16.12 Rest Interval After Overtime

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

## ARTICLE 17 - PAID HOLIDAYS

### 17.1 Paid Holidays

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

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

(b) Any other holiday proclaimed as a holiday by the Provincial Government shall also be a paid holiday.

### 17.2 Eligibility for Paid Holidays

To be eligible for holiday pay an employee must have been employed by the Employer for at least

thirty (30) days prior to the date of the holiday and must have worked on at least fifteen (15) of the thirty (30) days immediately preceding the holiday.

### **17.3 Calculation of Holiday Pay**

An eligible employee who is given a day off on a holiday, or is given a day off instead of the holiday, must be paid an amount equal to at least an average day's pay determined by the formula:

$$\text{amount paid} \div \text{days worked}$$

where "*amount paid*" is the amount paid or payable to the employee for work that is done during and wages that are earned within the thirty (30) calendar days preceding the holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and "*days worked*" is the number of days the employee worked or earned wages within that thirty (30) calendar day period.

The average day's pay provided above applies whether or not the holiday falls on the employee's regularly scheduled day off.

### **17.4 Holiday Falling on a Day of Rest**

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay, as calculated in Clause 17.3, in lieu. Scheduling of these days shall be by mutual agreement.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at the rate of time and one-half (1½x).

### **17.5 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of time and one-half (1½x) for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be pursuant to Clause 17.4.

### **17.6 Holiday Coinciding with a Day of Vacation**

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

### **17.7 Christmas or New Year's Day Off**

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

### **17.8 Workday Scheduled on Paid Holiday**

An employee scheduled to work on a designated paid holiday will not be sent home before the end of his/her scheduled workday or shift except by mutual agreement.

## **ARTICLE 18 - ANNUAL VACATIONS**

### **18.1 Annual Vacation Entitlement for Seasonal, Casual and Term Specific Employees**

- (a) Seasonal, casual and term specific employees shall receive four percent (4%) vacation pay paid on each paycheque. For such employees who have completed five (5) consecutive years service with the Employer, the amount of vacation pay shall be six percent (6%), paid on each paycheque.



(b) Casual employees, and term specific employees who are hired for a term in excess of twelve (12) months may, upon mutual agreement, be granted a leave of absence without pay in lieu of vacation time. Such leave of absence shall not exceed two (2) weeks.

### **18.2 Annual Vacation Entitlement for Regular Employees**

(a) For each year of the first four (4) consecutive years of service completed, a regular employee shall earn annual vacation of two (2) weeks, and shall receive pay for such vacation in an amount equal to four percent (4%) of total wages for the year in which vacation entitlement is earned.

(b) For the fifth (5<sup>th</sup>) and subsequent consecutive years of service completed, a regular employee shall earn annual vacation of three (3) weeks, and shall receive pay for such vacation in an amount equal to six percent (6%) of total wages for the year in which vacation entitlement is earned.

### **18.3 Termination of Employment**

In the event of termination of employment an employee shall receive vacation pay calculated according to Clauses 18.1 and 18.2 for any unused vacation entitlement based on service actually performed up to the date of termination.

### **18.4 Entitlement**

Regular employees become entitled to an annual vacation on the conclusion of each working year. Employees must take all of their vacation entitlement in the year in which the entitlement applies and such vacation shall commence no later than twelve (12) months after the date which the employee became entitled to it. Vacations shall be scheduled in accordance with Clause 18.5.

### **18.5 Vacation Scheduling**

The Employer shall determine how many employees may be away on vacation at any one time. Vacations must be scheduled by mutual agreement, in order of seniority preference, by April 1<sup>st</sup> of each year. An employee who does not sign up for vacation by April 1<sup>st</sup> may not, at a later date, use their seniority to displace a junior employee who signed up during the sign-up period. Any vacation requests made after the sign-up period must be in writing and the granting of such vacations shall be at the discretion of the Employer. The Employer reserves the right to schedule vacation for any employee who has unscheduled vacation entitlement as of July 31<sup>st</sup> of any year.

## **ARTICLE 19 - SICK LEAVE**

### **19.1 Sick Leave Credits**

The Employer will provide each regular employee with one (1) or more years completed service, up to four (4) paid days of sick-leave per calendar year to be used for the purpose of sick days only. In cases of excessive absence, or where a pattern of absence is developing, payment for sick days may require the presentation of a doctor's note outlining the reasons for the absence. The Employer shall pay the fees for such a note and the employee shall be given a reasonable amount of time to obtain it. Sick days cannot be accumulated from year to year.

## **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

### **20.1 Bereavement Leave**

(a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their basic rate of pay. The leave will include the date of the funeral or the date of death. Such leave shall not exceed three (3) working days.

- (b) Immediate family is defined as an employee's parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, grandparent, step-parent or any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at his/her regular rate of pay for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethno cultural or religious practices provided 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.

## 20.2 Family Illness

- (a) In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days' leave without pay at any one time for this purpose, to a maximum of six (6) days per year. Subject to operational requirements, the employee shall be permitted to make up lost time provided overtime is not involved.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

## 20.3 Full-time Public Duties

Subject to operational requirements, the Employer shall grant, on written request, leave of absence without pay:

- (a) For employees to seek election in a municipal, first nation, provincial, or federal election for a maximum period of ninety (90) days.
- (b) For employees elected to public office for a maximum period of five (5) years.
- (c) For "*First Nation*" for the purpose of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.
- (d) An employee returning from leave pursuant to (b) above shall only be permitted to return to work where there is work available that they are qualified to perform and which does not result in any other employee being displaced.

## 20.4 Leave for Court Appearances

- (a) The Employer shall grant paid leave at the basic rate of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. Such paid leave shall not exceed ten (10) workdays and any such leave of absence in excess of the ten (10) workdays shall be without pay.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee on leave of absence with pay while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

### **20.5 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses required by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

### **20.6 Leave for Taking Courses**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) Subject to operational requirements, a regular employee may be granted leave without pay, to take courses in which the employee wishes to enrol.

### **20.7 Elections**

Any employee eligible to vote in a Federal, First Nation, Provincial, or Municipal election or a referendum shall have three (3) or four (4) consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

"*First Nation*" for the purposes of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

### **20.8 General Leave**

Notwithstanding any provisions for leave in this Agreement, and subject to operational requirements the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

### **20.9 Leave for Medical and Dental Care**

Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off without pay for such appointments for employees or for dependent children shall be permitted. "*medical, dental and/or registered midwife appointments*" include only those services covered by the BC Medical Services Plan, the Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program. Subject to operational requirements, the employee shall be permitted to make up the lost time provided no overtime is involved.

### **20.10 Emergency Service Leave**

Where employees' services are required for emergency operations by request from the Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

### 20.11 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 leaves shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks notice is required for leave under this provision.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation or lieu days.

### 20.12 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. Notwithstanding Clause 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25. The Employer may require an employee requesting such leave to provide documentation to support the request.

## ARTICLE 21 - PREGNANCY 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 and shall inform the Employer in writing of the length of leave intended to be taken.

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 given.

### 21.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) consecutive weeks.
- (b) The period of maternity leave shall commence not 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 21.1(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, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform her duties.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner's certificate is presented.

## 21.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) consecutive 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) Upon application, employees shall be granted parental leave as follows:
- (1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Clause 21.1;
  - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, 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 or within the two (2) week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) 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 qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

## 21.3 Leave Without Pay

All leave taken under Article 21 is leave without pay.

## 21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clause 21.1 and 21.2 in respect of the birth or adoption of any one (1) child shall not exceed fifty-two (52) weeks, except as provided under Clause 21.1(f) and/or 21.2(c).

## 21.5 Return from Leave

- (a) On return from leave, an employee shall be placed in their former position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Clause 21.1 or 21.2.

## 21.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

## 21.7 Seniority Rights on Reinstatement

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

## 21.8 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave, pursuant to Article 19.
- (b) Sick leave pursuant to Article 19, may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. She may use this leave, plus any required unpaid leave, until all danger from such disease or condition no longer exists.

## ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

### 22.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the *Workers' Compensation Act*, the *Workplace Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this clause. The Labour Management Committee set up pursuant to Article 23 shall function as an Occupational Health and Safety Committee.

### 22.2 Joint Occupational Health and Safety Committee

The parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. The Occupational Health and Safety Committees will be operated as outlined in Article 23. Union representatives shall be employees at the workplace appointed by the Union, and Employer representatives shall be appointed by the Employer.

### 22.3 Unsafe Work Conditions

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

- (a) a member of the local Occupational Health and Safety Committee, or
- (b) a person designated by a safety committee, or
- (c) a safety officer, or
- (d) a steward at a worksite where there is no safety 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 3.12 of the Workers' Compensation Board Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

### 22.4 Investigation of Accidents

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

(4) BCGEU Designate

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

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

## 22.5 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:

Level 3, fifty-four dollars (\$54) per biweekly pay period

Employees designated to act as the Occupational First Aid Attendant in addition to their normal duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of ten (10) workdays in any month, they shall receive the full monthly allowance.

## 22.6 Injury Pay Provision

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

## 22.7 Transportation of Accident Victims

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

## 22.8 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

## 22.9 Radio Contact or Employee Check

Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged "*employee check*" made at specified intervals and at specified locations.

**22.10 Workplace Violence**

- (a) If it is recognized that in certain work situations employees may be at risk of physical violence or verbal abuse from the public, then:
- (1) Employees shall receive training in the recognition and management of such incidents;
  - (2) Applicable procedural measures to protect employees shall be implemented.
- (b) The local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (a) above.
- (c) 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.

**22.11 Pollution Control**

The Employer and the Union agree, as far as is feasible, to limit all forms of environmental pollution.

**22.12 Training Program for Occupational Health and Safety Committee Members**

- (a) The program will provide two (2) days training for all Occupational Health and Safety Committee members and designated safety representatives pursuant to Clause 22.2(a) within six (6) months of appointment.
- (b) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.

**22.13 Skin Protection From Ultra Violet Radiation**

The local Occupational Health and Safety Committee will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad spectrum sunscreen. The local Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

**22.14 Strain Injury Prevention**

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illnesses which are work related.
- (b) The Joint Occupational Health and Safety Committee shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
- (1) the work methods and practices;
  - (2) the layout and condition of the workplace and workstation;
  - (3) the characteristics of objects or equipment handled;
  - (4) the environmental conditions;
  - (5) the physical demands of work;
- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in (b).



**ARTICLE 23 - JOINT LABOUR/MANAGEMENT COMMITTEE****23.1 Establishment of Joint Committee**

- (a) The Employer and the Union agree to establish a Joint Committee comprised of two (2) employer designates and two (2) employees appointed by the Union. The Union shall have the right, at any time, to have the assistance of staff of the Union. Minutes of all meetings shall be taken and copies shall be provided to the Employer and the Union.
- (b) This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.
- (c) (1) The Joint Committee shall also serve as the Occupational Health and Safety Committee and in that respect will function in accordance with the Occupational Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness.
- (2) Employees who are representatives of the Joint Committee shall not suffer any loss of current pay for the time spent attending a Committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.
- (3) Joint Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Joint 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 Joint Committee members shall receive equivalent time off at straight-time.
- (4) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at meetings of the Joint Committee, either in person or by conference call. The Employer shall make every reasonable effort to ensure that the Union members are able to attend such meetings.
- (5) An employee who serves on the Joint Committee and who is designated to investigate matters pertaining to safety and health during or outside of their normal working hours shall receive the rate of pay they would normally earn if they were not serving on this committee.

**23.2 Meetings of Committee**

The Joint Committee shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place.

**23.3 Co-Chairs**

An employer representative and a union representative shall alternate in presiding over meetings.

**23.4 Responsibilities of the Committee**

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) In the event of any substantial re-organization of the Employer which results in redundancy or reclassification, the Committee shall meet in order for the Employer to consult with the Union.

(c) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding;
- (3) occupational health and safety issues;
- (4) technological change - For the purpose of technological change as defined in Section 54 of the *BC Labour Relations Code*, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change that affects the terms and conditions of employment of a significant number of employees in the bargaining unit.

(d) Where notice of technological change has been given pursuant to Clause 23.4(c)(4) regular employees who are assigned to the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet the job requirements upon completion of training and familiarization, they shall be laid off, in accordance with Article 13.

### **23.5 Normal Layoff**

For the purpose of this Article 23, technological change shall not include normal layoffs resulting from the seasonal shutdown or a reduction in the amount of work required to be done, unrelated to technological change.

## **ARTICLE 24 - CONTRACTING OUT**

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement, where it would result in the layoff of a bargaining unit employee. It would not be a violation of this agreement to contract out work while bargaining unit employees are on layoff and are not recalled, and the Employer will discuss such contracting out in advance with the Union.

## **ARTICLE 25 - HEALTH AND WELFARE**

### **25.1 Eligibility**

Full-time regular employees shall be eligible for coverage for Health and Welfare Benefits effective the first day of the month following the completion of three (3) months active service as a full-time regular employee with Employer. Benefits shall be in accordance with the existing policy(s). The Employer will pay one hundred percent (100%) of the regular premiums required to provide such benefits, except for Long-Term Disability which is paid one hundred percent (100%) by the employee. The Employer's responsibility is limited to the payment of premiums as set out above, and the eligibility for benefits under the benefit plans will be subject to the policy(s) of the insurance carrier selected by the Employer. This benefit plan shall cover employees only, and the full cost of optional dependant coverage, where available, shall be borne by the employee.

### **25.2 Change of Carrier**

The Employer shall at their option have the right to change benefit plan carriers and will endeavour to maintain benefits at a similar level of coverage.

### **25.3 Plan Coverage**

The Health and Welfare Benefits currently in place include:

- Medical Service Plan of British Columbia
- Employee Life Insurance
- Best Doctors Services
- Accidental Death and Dismemberment
- Long Term Disability
- Extended Health
- Dental

These benefits are subject to the policy(s) of the insurance carriers and eligible employees shall be provided with a benefit booklet outlining the specific provisions of the plan.

### **25.4 RRSP**

Full-time regular employees will be enrolled in a Group RRSP plan and the Employer will contribute five percent (5%) of basic wages and overtime on the employee's behalf. Should the Employer wish to initiate matching contributions or change financial institutions notice will be given to the Union. No employee currently employed by the trust will be required to match Employer contributions without mutual consent.

### **25.5 Health and Welfare for Casual and Seasonal Employees**

In lieu of Health and Welfare Benefits, casual employees who have completed one (1) year of continuous service with the Employer, and seasonal employees who have completed one (1) season of service and are returning for a second or subsequent continuous season, shall receive sixty-three cents (63¢) per straight-time hour actually worked, to a maximum of fifty dollars and forty cents (\$50.40) per biweekly pay period. Any employee receiving this benefits at the time of ratification will continue to receive it.

## **ARTICLE 26 - WORK CLOTHING**

### **26.1 Work Clothes, Uniforms and Allowances**

The following shall apply to employees:

- (a) Where the Employer requires designated employees to wear a uniform or costume, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.
- (b) The Employer will provide an allowance of fifteen dollars (\$15) per month if the employee is responsible for cleaning, laundering and repairing of uniforms or costumes.
- (c) The existing scale of issue will not be changed without consultation with the Union.

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 Equal Pay**

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

**27.2 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Terminating employees will receive their final pay within eight (8) days of the end of their final pay period.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

**27.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties and set out in Appendix A to this Agreement, subject to Clause 27.7.
- (b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

**27.4 Substitution Pay**

Where an employee substitutes in a higher paying classification, the employee shall receive the higher rate of pay for all time spent working in that higher pay classification.

**27.5 Rate of Pay on Promotion**

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate for the position.

**27.6 Payment on Temporary Assignment**

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

**27.7 Vehicle Allowances**

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

- Vehicle Allowance shall be: 49¢ per km.

**27.8 Meal Allowances**

Employees on travel status away from their headquarters shall be entitled to a meal allowance up to the maximum set out below, subject to a receipt being provided to the Employer.

Meal	Rate
Breakfast	10.75
Lunch	12.50
Dinner	21.50

**27.9 Cashier Policy**

Cashiers who make excessive and too frequent financial transaction errors shall be:

- (a) Provided with further training as a cashier; or
- (b) Provided retraining with a view to placement in a more suitable position; or
- (c) Liable for disciplinary action provided there was no success in (a) or (b).

**27.10 Upgrading Qualifications**

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

**27.11 Accommodation, Board and Lodging**

Where an employee is required to travel on employer business, single room accommodation will be supplied. All other related expenses will be reimbursed in accordance with this Agreement.

**27.12 Salary Rate Upon Employment**

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

**27.13 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one (1) five (5) minute telephone call home, to or within British Columbia, for each night away.

**27.14 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the rate for the position.

**27.15 Lodging Allowance**

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

**27.16 Qualified Registered Professional Fees**

Full-time regular employees who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered professional

shall be reimbursed in full for annual membership or licensing fees.

## ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

### 28.1 Classification and Salary Assignments

- (a) When a new or substantially altered classification covered by this Agreement is introduced, or a different or substantially altered piece of equipment is introduced, or if increases are necessary for market adjustments, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within thirty (30) days to an arbitrator agreed to by the parties who shall determine the new rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the arbitrator but, in any event, not earlier than the date of implementation.

## ARTICLE 29 - CASUAL EMPLOYEES

### 29.1 Casual Employees

A casual employee shall receive a letter of appointment clearly stating their employment status and, where applicable, expected duration of employment.

### 29.2 In-Service Status for Applying for Other Positions

Casual employees who have successfully completed their initial probationary period, will be recognized as in-service applicants when applying for other positions.

Subject to Clause 29.4 – Loss of Seniority, a casual employee who has successfully completed their initial probationary period prior to application for another position, or a casual employee who is on layoff status and who has successfully completed their initial probationary period prior to being laid off, will have their seniority as a casual employee recognized.

### 29.3 Seniority

- (a) (1) For the purpose of layoff and recall and other seniority related provisions of this Agreement, a casual employee who has worked in excess of sixty (60) days shall accumulate seniority on the basis of:
  - (i) all hours worked at the straight-time rate;
  - (ii) designated paid holidays or days off in lieu in accordance with Article 17-Designated Paid Holidays;
  - (iii) annual vacation in accordance with Clause 18.1(b) – Annual Vacations;
  - (iv) missed work opportunities during leaves pursuant to Clause 2.10 - Time Off for Union Business - Without Pay.
- (2) Upon completing sixty (60) workdays [seven (7) hour shift], a casual employee's seniority shall include the accumulated sixty (60) workdays.

- (b) Casual employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.
- (c) A current service seniority list shall be posted in accordance with Clause 11.2, by December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup> and September 30<sup>th</sup>. Upon request, a copy of the service seniority list shall be provided to the steward.

#### **29.4 Loss of Seniority, Layoff & Recall**

Casual employees shall be recalled for work and released from work on the basis of their seniority as casual employees, provided that the casual employee has the knowledge, skill, ability and experience to satisfactorily perform all required work and further provided they are available when required.

Offers of work shall be made by phone. It is the employee's responsibility to ensure that the Employer has an up-to-date contact number. However, it is understood that a direct personal contact needs to occur in order to be considered a decline of work.

Layoff of casual employees shall be by classification in reverse order of seniority.

If a casual employee is not called into work for a period of twelve (12) consecutive months or who is unavailable to report for work when called in on four (4) consecutive occasions or any four (4) separate occasions in any six (6) month period, without reasonable excuse, the casual employee shall lose all seniority and be deemed to be terminated. For the purpose of this clause, a reasonable excuse shall be limited to:

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) absence on bereavement;
- (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 of a casual employee, 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. Such leave will not exceed two (2) days;
- (6) union leave per Clause 2.10 – Time-Off for Union Business;
- (7) jury duty;
- (8) medical or dental appointments;
- (9) an offer of work which would constitute a short changeover (Clause 15.4 – Short Changeover Premium);
- (10) Any other reason as agreed to between the employee and the CEO of the Employer.

#### **29.5 Application of Agreement**

- (a) Except as otherwise noted in this article, the provisions of Article 11 - Seniority, Article 13-Layoff and Recall, Article 19 – Sick Leave, Article 20 – Special and Other Leave and Article 25 -Health and Welfare except 25.5, do not apply to casual employees. The provisions of other articles apply to casual employees, except as otherwise indicated.

(b) Any casual employee who is eligible to vote in a federal, provincial, first nation or municipal election or a referendum shall have three (3) or four (4) consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

"*First Nation*" for the purposes of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

(c) Where leave from work is required, casual employees shall be entitled to the provisions of Clause 20.1 (Bereavement Leave).

## ARTICLE 30 - GENERAL CONDITIONS

### 30.1 Tools

All tools required for the job will be supplied and maintained by the Employer.

### 30.2 Indemnity

(a) *Civil Action* – except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions results in a judgement against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

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

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

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

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

### 30.3 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Payroll Savings, BC Bonds or an RRSP of the employee's choice.



### 30.4 Political Activity

(a) *Municipal and School Board Offices:*

- (1) Employees may seek election to Municipal and School Board Offices, provided that:
  - (i) The duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an employee;
  - (ii) There is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the employee.
- (2) Where Municipal Council or School Board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(b) *Federal and Provincial Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers.

### 30.5 Copies of Agreements

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties.
- (b) The Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for fifty percent (50%) of the distribution costs.
- (c) All Agreements shall be printed in a union shop and shall bear a recognized union label.

### 30.6 Travel Advance

Employees will be provided with an adequate travel advance if they are required to proceed on travel status. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

### 30.7 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee of the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of the insurance coverage on that vehicle up to a maximum of five hundred dollars (\$500).

### 30.8 Personal Property Damage

- (a) Where an employee's personal possession is/are damaged other than normal wear and tear, the Employer shall pay, up to a maximum of one hundred dollars (\$100), the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye wear.
- (b) On request, and with reasonable notice, the Employer will endeavour to provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

### **30.9 Disclosure of Information**

The Employer and the Union recognize that it is in the public interest for employees to be able to disclose information regarding danger to public health and safety or a significant danger to the environment.

No employee shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:

- (a) An employee shall direct their concern or allegation to the employee's immediate supervisor.
- (b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.
- (c) The written notice should provide full particulars of the allegation including the names of individuals involved, the date(s) the wrongdoing that is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.
- (d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.
- (e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing as a grievance.

### **30.10 Electronic Monitoring**

- (a) Monitoring equipment may be used to protect the safety of employees, clients and general public, or to protect the assets or property of the Employer.
- (b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.

### **30.11 Motor Vehicle**

Ownership of a motor vehicle will not be considered a condition of employment for the performance of the employee's duties once he/she has arrived at their work location.

## **ARTICLE 31 - SPECIAL EMPLOYMENT PROGRAMS**

It is agreed that students/youth may be hired under special employment programs such as the Cooperative Education Training Program and the Youth Employment Program and will be subject to Articles 3, 4 and 5 of this collective agreement.

Prior to hiring such employees, the proposed hiring will be fully discussed with the Union with a view to full utilization of existing bargaining unit employees. It is agreed that students/youth hired pursuant to special employment programs will not perform work that would result in a bargaining unit employee being laid off. However, it will not be a violation of this collective agreement if such a student/youth performs work which results in a laid off employee not being recalled.

Students/youth hired pursuant to a special employment program(s) shall be paid at a rate of pay not less than twelve dollars (\$12), or a rate of pay to be determined by the Employer. They shall receive four percent (4%) vacation pay and six percent (6%) holiday pay, but shall not be entitled to any other benefits under the collective agreement.

**ARTICLE 32 - TERM OF AGREEMENT****32.1 Duration**

This agreement shall be binding and remain in effect to midnight October 31, 2009.

**32.2 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 July 31, 2009, but in any event not later than midnight, August 31, 2009.
- (b) Where no notice is given by either party prior to August 31, 2009, both parties shall be deemed to have given notice under this clause on August 31, 2009, and thereupon Clause 32.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Chief Executive Officer.

**32.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 32.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**32.4 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.

**32.5 Agreement to Continue in Force**

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

**32.6 Effective Date of Agreement**

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

SIGNED ON BEHALF OF  
THE UNION:

SIGNED ON BEHALF OF  
THE EMPLOYER:

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

\_\_\_\_\_  
Judy Campbell, Chief Executive Officer

\_\_\_\_\_  
Roy Boyetchko, Bargaining Committee

\_\_\_\_\_  
Pat Pickering, Director

\_\_\_\_\_  
Dawn Fitzgerald, Bargaining Committee

\_\_\_\_\_  
Neil Vant, Director

\_\_\_\_\_  
Arnold Jenner, Bargaining Committee

\_\_\_\_\_  
Gary Werk, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**APPENDIX A**  
**RATES OF PAY**

<b>Classification</b>	<b>May 1, 2007</b>	<b>May 1, 2008</b>	<b>May 1, 2009</b>
Security/Utility	\$18.11	\$18.56	\$18.93
Reception/Cashier/Office Assistant	\$18.11	\$18.56	\$18.93
Curatorial 1	\$18.11	\$18.56	\$18.93
Carpentry Worker	\$20.60	\$21.12	\$21.54

The employees of the Barkerville Heritage Trust on the payroll as of June 6, 2007 shall receive a daily allowance of \$5.98 for each day actually worked to a maximum of \$59.80 biweekly. This allowance is only payable to these employees as long as they remain in continuous service with the Barkerville Heritage Trust and will not be payable to any employee hired subsequent to June 6, 2007, including seconded Public Service employees who choose to transfer from the Public Service to the Barkerville Heritage Trust.

**APPENDIX B**  
**LIST OF ARBITRATORS PER ARTICLE 9**

**Wayne Moore**  
**Joan Gordon**

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