

COLLECTIVE AGREEMENT

between

RENEW CREW FOUNDATION

and the

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

Effective from July 4, 2006 to July 3, 2010

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The parties of this agreement share the desire to improve the quality of the services provided. Accordingly, they are determined to establish, within the framework provided by the law and this agreement, an effective working relationship at all levels in which members of the bargaining unit are employed.

The purpose of this agreement is:

- (a) to establish and maintain orderly collective bargaining procedures between the Employer and the Union;
- (b) to establish and maintain an orderly and harmonious relationship between the Employer, the Union, and the employees; and
- (c) to set forth all agreements between the Employer and the Union regarding rates of pay, hours of work and other conditions of employment.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the collective agreement, the following shall apply:

- (a) the remaining provisions shall remain in force and effect for the term of the collective agreement;
- (b) the Employer and the Union shall, as soon as possible, negotiate a mutually agreeable provision 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 the agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulations.

1.4 Singular or Plural

Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

1.5 No Discrimination

No person shall:

- (a) refuse to employ or refuse to continue to employ a person, or
- (b) discriminate against a person with respect to employment for any term or condition of employment, because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

ARTICLE 2 - DEFINITION OF EMPLOYEES

2.1 Full-time Employee

A full-time employee regularly works a scheduled thirty-five (35) to forty (40) hours inclusive per week. These employees accumulate seniority and are entitled to all benefits outlined in this collective agreement.

2.2 Part-time Employee

A part-time employee regularly works more than twenty (20) hours or more per week. These employees accumulate seniority.

2.3 Casual Employee

(a) Subject to the employee's ability to competently perform the required work, casual employees shall be called for work, in order of hours worked beginning with those employees who have worked the most hours in the classification.

(b) Casual employees will be part of a separate seniority list according to the provisions of Article 12. This list will be supplied to the Union upon request.

(c) Casual employees shall be called for work, in order of seniority by classification.

To be called, the qualified casual employees must have indicated in advance on a form supplied by the Employer, the positions in which they are prepared to work and the time they are available.

The Employer will call in such employees no later than one (1) hour prior to when the employee is expected to commence work, except when another employee is absent. Where the Employer has tried to notify such employees, either in writing or by telephone, and has been unable to do so, then no violation of this article will have taken place. Casual employees shall be terminated if they refuse to work on three (3) occasions in a six (6) month period. A refusal shall mean not being available when called three times (3x) within a fifteen (15) minute period.

(d) Casual employees who are called to work without prior notice, shall be notified to commence work no earlier than 7:00 a.m.

(e) Casual employees who provide two (2) weeks notice that they are unavailable or when called to work, have not previously indicated they are prepared to work, shall not be considered as refusing work.

(f) With the exception of paragraph 18.2(b), casual employees shall not be covered by the following provisions of this agreement:

- Article 13 -- Layoff and Recall
- Article 18 -- Annual Vacations
- Article 19 -- Leaves of Absence
- Article 20 -- Medical Services Plan
- Article 23 -- Technological Change
- Article 25-- Career Development

(g) Casual employees will be covered by all applicable employment provisions of the statutes of British Columbia.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

This agreement applies to all employees of the Employer included in the bargaining unit for which the Union is certified under the *Labour Relations Code of British Columbia* except those excluded by mutual agreement of the parties or by the Labour Relations Board.

3.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the bargaining unit.

3.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union or his/her designate.
- (b) The Union and the Employer agrees that a copy of any correspondence of a policy nature pertaining to the interpretation or application of any clause in this agreement affecting all bargaining unit members shall be forwarded to the other party.

3.4 No Other Agreement

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

3.5 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 employees for reason of membership or activity in the Union.

3.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. There shall be no more than three (3) stewards, one (1) for the office, one (1) for the distribution centre, and in the absence of one of the regular stewards, one (1) alternate. The Union agrees to provide the Employer with the names of the employees designated as stewards for each jurisdictional area. One (1) further steward may be added where there are more than one hundred (100) full and part-time members employed continuously.
- (b) Steward duties may be performed during normal workplace hours subject to operational requirements. Stewards shall obtain the permission of their immediate supervisor before conducting the duties of shop steward in the workplace or before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay.
- (c) Duties of stewards shall include the following, and shall be undertaken without interfering with the operational requirements of the Employer:
 - (1) investigation of complaints on an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
 - (3) carrying out responsibilities as a member of the safety committee; or
 - (4) attending meetings called by management at which a steward's presence is requested.

3.7 Bulletin Boards

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

3.8 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards, for the Employer's places of operation, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

3.9 Time Off for Union Business Without Pay

Leave of absence without pay and without loss of seniority will be granted subject to operational requirements and permission shall not be unreasonably withheld. When leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs:

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (b) for elected or appointed representative of the Union to attend union business which requires them to leave the general work area;
- (c) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee or to carry on collective agreement negotiations with the Employer;
- (d) to employees called by the Union to appear as witnesses before an Arbitration Board on matters related to this collective agreement; or
- (e) supervision of ballot boxes and other related functions during ratification votes.

3.10 Right to Refuse to Cross Picket Lines

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

3.11 Labour Code

The parties subscribe to the principles of the *Labour Code of British Columbia*.

3.12 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 will agree to provide services of an emergency nature.

ARTICLE 4 - UNION SECURITY

All employees in the bargaining unit who on April 12, 1996 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

All employees hired on or after April 12, 1996 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.

Nothing in this agreement shall be construed as requiring a person who was an employee prior to April 12, 1996 to become a member of the Union.

ARTICLE 5 - UNION DUES

The Employer shall, as a condition of employment, deduct from the regular gross biweekly wages or gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular biweekly dues payable to the Union by a member of the Union.

The Employer shall deduct from the regular wages or gross salary of any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

All deductions shall be remitted to the Union not later than twenty-eight (28) days after the date of deduction. The Employer shall also provide a list of names and social insurance numbers, as well as classifications of those employees from whose wages such deductions have been made, together with the amounts deducted from each employee.

Before the Employer is obliged to deduct any amount, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments.

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 employee prior to March 1st of the succeeding year.

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

ARTICLE 6 - ACQUAINTING NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with those conditions of employment dealing with Union Security and Dues Check-off. The new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward, who will provide the employee with access to a copy of the collective agreement. Where operational requirements permit, the Employer agrees to grant a union steward and new employee(s) fifteen (15) minutes within their regular working hours, without loss of pay, for purposes of an interview between a steward and new employee(s) some time following the first thirty (30) days of employment.

ARTICLE 7 - MANAGEMENT RIGHTS

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively by the Employer, subject only to the limitations imposed upon the Employer by the provisions of this agreement. The Union further recognizes and agrees that the Employer retains all previous practises as well as the customary rights, responsibilities, functions, and prerogatives of management, except as expressly modified or restricted by a specific provision of this agreement.

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 Representation

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

8.2 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of up to two (2) bargaining unit members. It is understood that the Union may from time to time request the attendance of the staff member to assist with specialized areas that may arise in the negotiations. The Employer will be provided reasonable notice of this request.

8.3 Union Representatives

- (a) The Employer agrees that access to its premises will not be unreasonably denied by the Employer to representatives of the Union when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The Union representatives shall provide reasonable notice to the Operations Manager or his/her designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of Employer's business.
- (c) Pursuant to subsection (a) and (b) preceding, in order to facilitate the orderly as well as confidential investigation of grievances, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility, insofar as they are available, and insofar as operation requirements permit

8.4 Labour Management Committee

A Labour Management Committee shall be established, consisting of up to two (2) representatives appointed by the Union and up to two (2) representatives of the Employer. On the written request of any of its member(s), the Labour Management Committee shall meet at least once every two (2) months during the term of this agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

Employees attending Labour Management Committee meetings shall suffer no loss of wages or benefits.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definition

"Grievance" means any difference or dispute concerning the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable.

9.2 Grievance Procedure

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

(a) *Step 1*

(1) Within fifteen (15) calendar days of the alleged violation, every effort shall be made to solve the problem at one (1) or more meetings with the designated supervisor. The employee shall have the right to have his/her steward present at the meeting.

(2) If twenty-five (25) calendar days after the alleged violation, the issue is not resolved, the aggrieved employee may submit a written grievance to Step 2 of the grievance procedure.

(b) *Step 2*

(1) If the matter is not resolved as stated in Step 1 within ten (10) calendar days of receiving either a response or no response at Step 1, the employee may present a grievance at this level by:

(i) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(ii) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and

(iii) transmitting the grievance to the designated supervisor through the Union steward.

(2) The employee will be provided with a copy of the written grievance including the date on which the grievance form was received.

(3) The steward and/or the employee, the supervisor and the Operations Manager will meet to discuss the matter within seven (7) calendar days following receipt of the written grievance.

(4) The Operations Manager shall provide a written reply to the Union with copy to the employee within seven (7) calendar days following the meeting.

(c) *Step 3*

(1) If the matter is not resolved as stated in Step 2, the Union may proceed to Step 3 by notifying the Operations Manager or designate in writing within fourteen (14) calendar days following receipt of the Operations Manager's decision or within fourteen (14) calendar days after the Operations Manager's decision was due.

(2) The parties will meet to discuss the matter within seven (7) calendar days following receipt of the written grievance.

(3) The Operations Manager shall issue a written reply within seven (7) calendar days following the meeting.

9.3 Policy Grievances

If either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be processed starting at Step 3 within twenty-one (21) calendar days of the

occurrence. Where no satisfactory agreement is reached pursuant to Step 3, the dispute may be submitted to arbitration.

9.4 Dismissal Grievances

In the case of a dispute arising from the dismissal of an employee, the dispute shall be processed starting at Step 3 within fourteen (14) calendar days of the occurrence. Where no satisfactory agreement is reached pursuant to Step 3, the dispute may be submitted to arbitration.

9.5 Voluntary Mediation

At the conclusion of Step 3 of the Grievance Procedure, in order to attempt to resolve an outstanding grievance, either party may apply for non-binding mediation assistance available under the *Labour Relations Code of British Columbia*.

9.6 Referral to Arbitration

If the grievance remains unresolved after the conclusion of Step 3 it may be submitted to arbitration. Either party shall notify the other party in writing within thirty (30) calendar days of the conclusion of Step 3 of its desire to submit the grievance to arbitration.

9.7 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 in processing the grievance through the grievance procedure. To this end, an arbitrator shall proceed pursuant to his/her authority as provided by Section 89 of the *Labour Code*, in order to determine the real matter(s) in dispute and to render a decision according to equitable principles and the justice of the case.

9.8 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure, and notification to arbitrate shall be by facsimile, registered mail or by courier.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are date-stamped and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.
- (d) If the Union does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any similar grievance.

ARTICLE 10 - ARBITRATION

10.1 Notification

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 arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9, notify the other party within thirty (30) calendar days to submit the difference or allegation to arbitration.

10.2 Assignment of a Single Arbitrator

(a) When a party has requested that a grievance be submitted to an arbitrator, the parties shall mutually agree upon the arbitrator within fourteen (14) calendar days.

(b) If mutual agreement cannot be reached, the arbitrator shall be assigned on a rotating basis from the following list:

- Bob Blasina
- Maria Giardini
- Joan Gordon
- Colin Taylor

10.3 Labour Relation Code Provisions

The parties may agree to use the mediation and/or arbitration provisions provided by the *British Columbia Labour Relations Code*.

10.4 Decision of Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on the parties.

10.5 Jurisdiction of the Arbitrator

The arbitrator shall not have the power to change, alter, modify, or amend any provisions of this agreement. At any stage of the arbitration procedure, the parties will be permitted to access to the Employer's premises, if accompanied by the arbitrator, to view any worker's conditions which may be relevant to the settlement of the grievance.

10.6 Expenses of Arbitration

The Union and the Employer shall bear equally the fees and expenses of the single arbitrator. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Burden of Proof

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

11.2 Right to Have a Steward Present

Where a supervisor intends to conduct an interview where disciplinary action will take place, the supervisor must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact his/her steward, providing that this is practical and does not result in an undue delay of the appropriate action being taken.

Where a supervisor intends to conduct an interview where disciplinary action will take place with an employee who is a shop steward, he/she shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with supervisory personnel, providing that this is practical and does not result in an undue delay of the appropriate action being taken. In instances where there is a very serious matter (e.g. a dismissal), or where disciplinary action involves a shop steward, the Union Staff Representative may be asked to attend. However, the other provisions of this article will continue to apply.

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

11.3 Copies of Written Notice of Discipline

A copy of written notice of disciplinary action setting forth the reasons shall be forwarded to the Union within five (5) calendar days of the action being taken.

11.4 Disciplinary Action and the Right to Grieve

Disciplinary action grievable by the employee shall include formal verbal and written warnings, suspensions and terminations. An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or dismissed shall be entitled to recourse under Article 9, Grievance Procedure.

11.5 Performance Reviews

(a) The Employer agrees that the performance review documents will not be used as the basis for disciplinary action nor will they be submitted in an arbitration proceeding, and the Union agrees that these documents will not be used as a defense in the event of a grievance or arbitration. This does not apply to evaluations done during the probationary period.

(b) Where a formal appraisal of the employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and sign the appraisal. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one (1) indicating that he/she has read and accepts the appraisal, and the other indicating the employee disagrees with the appraisal. The employee shall sign in only one (1) of the places provided. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

(a) Seniority shall mean length of continuous service with the Employer as an employee in the bargaining unit, including all continuous service prior to certification of the Union. Seniority for part-time employees shall be based on between 1041 and 1819 hours, as reflected in the employee's regular hours of work, as equating to one (1) year of service.

(b) When two (2) or more employees have the same seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

(c) Upon completion of the probationary period, the initial date of employment shall be the starting date of employment used for the purpose of calculating seniority.

(d) When a part-time or casual employee takes a full-time position, the total accumulated hours will be converted to between seven (7) and eight (8) hour days as reflected in the employee's regular hours of work.

(e) Casual employees who obtain regular employment will be credited for past hours worked for the purpose of determining seniority.

12.2 Seniority List

(a) The Employer will send to the Union once every six (6) months an up-to-date seniority list containing the following information pertaining to its full and part-time employees:

- (1) name;
- (2) hiring date; and
- (3) current classification

For casual employees this list will be prepared once every three (3) months.

(b) seniority list for regular employees shall be posted by the Employer for twenty (20) workdays. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

12.3 Leaves of Absence

Except where there is a statutory requirement, an employee shall not accrue seniority when on leave of absence without pay for authorized leave periods over thirty (30) days duration. An employee shall continue to accrue seniority if he/she is absent from work with pay.

12.4 Loss of Seniority

An employee will forfeit his/her seniority and his/her name shall be removed from the seniority list if the employee:

- (a) resigns;
- (b) is discharged for just and reasonable cause;
- (c) is laid off for more than six (6) months;
- (d) after a layoff, refuses or fails to report for work within two (2) calendar days of recall;
- (e) is absent without leave for two (2) or more consecutive days without notifying the Employer, unless he/she gives reasons satisfactory to the Employer for his/her failure to do so.

12.5 Re-employment

An employee who resigns his/her position and within sixty (60) calendar days is re-employed, shall be given credit for all seniority accrued up to their date of resignation, but without credit for any days lost during the resignation period.

12.6 Probationary Employees

If an employee is hired from outside the bargaining unit:

- (a) The probationary period shall be 522 hours actually worked, commencing with his/her date of hire. This period may be extended by one (1) month by mutual agreement of the parties.
- (b) The Employer may dismiss a probationary employee where the work performance of the probationary employee, as determined by the Employer, is found to be unsuitable for continued employment in the position he/she has been appointed.

12.7 Bridging of Service

If a regular employee resigns after the signing of this agreement in order to raise a dependent child or dependent children, the employee may apply for re-employment under the following conditions:

- (a) the employee must have been a regular employee with at least three (3) years of seniority;
- (b) the original resignation indicates the reason for the termination;
- (c) at the time they wish to return, an opening for which they are qualified is available; and
- (d) the break in service shall be for no longer than six (6) years.

Seniority accrued prior to the resignation will be recognized for the purpose of vacation credits only after the successful completion of the probationary period served upon re-employment.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition

Layoff means a cessation of employment of greater than five (5) days resulting in the elimination or reduction of hours of full-time employees or part-time employees who work regular hours on an ongoing basis. Employees will be recalled in order of seniority.

13.2 Layoff

- (a) Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff, employees shall be laid off by classification in the reverse order of their seniority with the Employer. An employee who receives layoff notice may bump an employee who has less seniority, provided he/she has the necessary qualifications and demonstrated ability to fill the position and that the change would not constitute a promotion nor an increase in hours. Prior to layoff, the Employer shall canvass employees in the classification affected to determine if there is a possibility of any voluntary layoffs.
- (b) In the event of a permanent layoff, the Employer shall notify employees, who are to be laid off, ten (10) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work ten (10) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the ten (10) days during which work was not made available. A copy of the layoff notice will be forwarded to the Union. Where practicable, the Employer will endeavour to provide the Union Staff Representative with more notice.
- (c) In the event of a temporary layoff of greater than five (5) days, the Employer shall notify employees who are to be laid off, five (5) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work five (5) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the five (5) days during which work was not made available.
- (d) Bumping rights must be exercised within three (3) calendar days of notice of layoff by providing written notification to the Employer. In such cases, the employee shall receive the wage rate for the classification into which he/she bumps.

- (e) Classification listings are as follows:

Classifications
Data Entry Clerk
Reception/Clerk
Call-back/Office Clerk
Office Telephone Representative
Truck Driver
Swamper

13.3 Recall

- (a) Full-time and part-time employees will be recalled in order of seniority provided they have the demonstrated ability to perform the work.
- (b) Full-time and part-time recall rights are retained for a period of six (6) months following the date of layoff for employees with two (2) years or less seniority and twelve (12) months for employees with greater than two (2) years of seniority. It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.
- (c) The Employer shall notify employees three (3) calendar days prior to the date the employee is to return to work.
- (d) Employees recalled shall receive the current rate for that classification.
- (e) Employees will be advised of recall by telephone. If this is unsuccessful, they shall be contacted by registered mail or by courier. If the Employer is unable, after reasonable efforts, to contact the laid off employee, the Employer may recall the next employee in the sequence.
- (f) Employees who have been laid off and who have been notified of a vacancy shall respond to the Employer's notice of recall within two (2) calendar days of being contacted.
- (g) New employees shall not be hired into the classification affected until those in that classification have been given the opportunity of recall.

13.4 Severance

Where an employee receives notice of permanent layoff, notice or pay in lieu of will be provided as follows:

- (a) Upon receipt of severance pay, the employee will be removed from the recall list and be deemed to have resigned from his/her position;
- (b) An employee who has completed between one (1) and two (2) years of continuous services will receive two (2) weeks notice or pay in lieu of notice;
- (c) An employee who has completed three (3) or more years of continuous service will receive one (1) additional weeks' notice or pay in lieu for each subsequent completed year of service to a maximum of ten (10) weeks;
- (d) Severance pay or notice in lieu will be prorated for regular part-time employees; and
- (e) Severance will not apply where an employee is terminated for just cause.

13.5 Grievances on Layoff and Recall

Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.

13.6 Sale or Transfer of the Business

If the business is sold or transferred, the purchaser will be bound by Section 35 of the *Labour Relations Code of British Columbia*. Should adjudication under this provision be required, it will be addressed by the Labour Relations Board.

ARTICLE 14 - HOURS OF WORK

14.1 Definition

For the purposes of this article, "*day*" means a twenty-four (24) hour period commencing at 00:01 hours; "*week*" means a period of seven (7) consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

14.2 Hours of Work

The hours of work for regular full-time employees, exclusive of meal periods, will be thirty-five (35) to forty (40) hours per week on an ongoing basis.

14.3 Time Cards

Each employee must sign his or her own time sheet at the beginning and end of each shift.

14.4 Minimum Pay

Employees reporting to work as required, will be paid a minimum in any one (1) day of:

- (a) Two (2) hours' pay, unless the person is unfit to perform his/her duties or has failed to comply with the Industrial Health and Safety regulations of the Workers' Compensation Board; or
- (b) Where a person has commenced work, four (4) hours pay unless his/her work is suspended because of weather or other reasons completely beyond the control of the Employer, in which case two (2) hours will be paid.

14.5 Work Schedules

- (a) The hours of work vary with the job and operation and will be posted by the Employer. Shifts will not exceed between seven (7) and eight (8) hours in duration for all staff as reflected in the employee's regular hours of work, unless mutually agreed between the Employer and the Union. These hours are exclusive of meal periods.
- (b) Full-time regular employees shall receive two (2) consecutive days off after working a five (5) day period. For part-time and casual employees, except by agreement between the Employer and the employee, employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 16.

14.6 Meal Periods

An employee who works more than five (5) consecutive hours in one (1) day shall receive an unpaid meal break of one-half (½) hour duration. Meal breaks will be arranged between the employee and his/her supervisor, and shall commence no sooner than three (3) hours, and end no later than five (5) hours, after the beginning of the employee's shift.

The length of the meal period shall be thirty (30) minutes.

Meal periods must be taken. Should the Employer instruct an employee to work through their meal period and an alternate time is not provided, this shall be considered as time worked.

14.7 Rest Breaks

There shall be two (2) rest breaks, approximately mid-way through each half (½) of a shift which is seven (7) hours or more in length. For shifts that are less than seven (7) but are four (4) or more hours in length, there shall be one (1) rest break approximately mid-way through the shift.

ARTICLE 15 - SHIFTS

15.1 Short Changeover

If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to the hours worked on the succeeding shift which fall within the eight (8) hour period.

15.2 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.

15.3 Change of Shifts

The Employer shall provide at least twelve (12) hours notice of a change in shifts, and at least eight (8) consecutive hours free of work between each shift worked except in the case of an emergency.

ARTICLE 16 - OVERTIME

16.1 Overtime Entitlement

(a) An employee will be entitled to overtime pay of one and one-half times (1½x) the regular hourly wage for authorized overtime in excess of:

- (1) eight (8) hours in a day; and
- (2) forty (40) hours in a week.

(b) An employee will be entitled to overtime pay of two times (2x) the regular hourly wage for authorized overtime in excess of:

- (1) eleven (11) hours in a day; and
- (2) forty-eight (48) hours in a week.

For purposes of calculating weekly overtime under Clause 16.1(a)(2) and 16.1(b)(2), only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

16.2 Authorization and Application of Overtime

(a) An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the supervisor. It is understood that, in emergency situations, prior authorization may not be possible.

(b) Overtime entitlement shall be calculated in fifteen (15) minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day.

16.3 Unloading Times

When a truck is due to be unloaded within one-half (½) hour of the end of the shift and overtime will be necessary to complete unloading, the Employer agrees to pre-authorize the overtime according to normal unloading times.

16.4 Compensating Time Off

The employee shall have the option of receiving cash for overtime or equivalent compensating time off in lieu. Such time must be scheduled at a mutually acceptable time. There shall be no carryover of time to the next year and any time that remains owing at year-end will be paid out if not scheduled.

16.5 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations or shift extension overtime for Distribution Centre personnel. If the Employer has offered overtime to the most senior qualified employee and no one has agreed to work, the most junior qualified employee shall be required to work the overtime.

16.6 No Layoff to Compensate for Overtime

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

16.7 Sharing of Overtime

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

16.8 Callout Provisions

An employee who is called back to work outside of regular working hours shall be compensated for a minimum of two (2) hours if they do not start work and four (4) hours if they do start work. Pay will be at the applicable overtime rates.

16.9 Rest Interval

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

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

(a) The Employer recognizes the following as paid holidays:

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

- (b) To be eligible for a holiday, an employee must have:
 - (1) been employed for at least thirty (30) calendar days;
 - (2) earned income on at least fifteen (15) of the thirty (30) calendar days immediately preceding the holiday; and
 - (3) worked on the employee's last scheduled day before, and the first scheduled day after, the Statutory Holiday or have an acceptable reason for being absent.

17.2 Holiday Falling on Saturday or Sunday

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

17.3 Pay for Work on a Statutory Holiday

- (a) An employee who works on a statutory holiday will be paid for that day as follows:
 - (1) One and one-half times (1½x) the employee's regular wage for any time worked up to eleven (11) hours; and
 - (2) double the employee's regular wage for any time worked over eleven (11) hours.
- (b) In addition, the employee will receive equivalent hours worked off with pay at a mutually convenient time.

17.4 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest. Where this is not practicable, the lieu day shall be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

17.5 Paid Holiday Pay

Payment for holidays will be made at an employee's basic rate of pay, except if the employee has been working continuously in a higher paid position than his/her regular position for a sixty (60) working day period preceding the holiday, in which case he/she shall receive the higher pay.

17.6 Holiday Coinciding with a Day of Vacation

If a paid holiday occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such paid holiday.

ARTICLE 18 - ANNUAL VACATION

18.1 Administrative Provision

- (a) The anniversary date for the purpose of calculating annual vacation entitlement shall be January 1st.

- (b) Employees hired between January 1 and June 30, will be assigned the anniversary date of January 1st of the year they were hired. Staff hired after June 30 will be assigned the anniversary date of January 1st of the year following their hiring.
- (c) For the first year of employment, an employee who is hired up to June 30 shall be entitled to take vacation time earned on a prorated basis. Such employees earn but are not entitled to receive vacations during their first six (6) months of continuous service.
- (d) Vacation time may be taken off at any time during the calendar year at a time agreeable to the Employer.
- (e) If an employee leaves, quits or is terminated and has taken more vacation than has been earned, he/she shall reimburse the Employer by a deduction from the final paycheque for the outstanding amount.
- (f) Part-time regular employees shall be entitled to vacation according to the provisions of Article 18.2. They will be paid on a basis proportional to the number of hours worked.
- (g) Employees must take all their vacation by February 28th in the year following the calendar year concerned.
- (h) Vacation time is not earned when an employee is on an unpaid leave. Nor is it earned when an employee is on sick leave or WCB for a period greater than thirty (30) calendar days.

18.2 Entitlement

(a) YEARS SERVICE	ENTITLEMENT
First to Fourth (1 - 4)	Two (2) weeks
Fifth to Ninth (5 - 9)	Three (3) weeks
Ten plus (10+)	One (1) additional day for each year of service to a maximum of 5 days.

- (b) Casual employees with up to five (5) years continuous service will receive vacation pay in the amount of four percent (4%) of total wages and employees with more than five (5) years continuous service will receive six percent (6%) of total wages.

18.3 Vacation Schedules

- (a) The Employer will post vacation schedules for the working area on January 2nd in each year. Each employee shall select their vacation periods for that calendar year by February 15th. Where there is a conflict in vacation choices, the decision will be based on seniority. Should an employee not select his or her vacation by February 15th, he or she will not be able to displace another employee from his or her pre-selected vacation period. The Employer shall confirm the vacation scheduling by February 28th in each year in writing. Preparation of the final schedule will be subject to meeting operational requirements.
- (b) Vacation times are subject to operational requirements as determined by the Employer. Approval of vacations outside of these operational requirements will not be unreasonably withheld.
- (c) An employee who relocates to another department where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

ARTICLE 19 - LEAVES OF ABSENCE

19.1 Bereavement Leave

Compassionate leave of up to three (3) days bereavement in the death of an immediate family member will be granted on request to the supervisor. Up to a further two (2) days may be granted on request where travel outside the Lower Mainland is involved. Requests for extensions of such leave without pay shall be referred to the Operations Manager or his or her designate. "*Immediate family*" means the employee's spouse, parent, guardian, child, brother, sister, or grandparent, grandchild or any person who lives with an employee as a member of the employee's family. In order to receive paid bereavement leave, an employee must have been scheduled to work on the days of such leave.

Compassionate leave for other family members or friends may be taken without pay or as part of vacation time in consultation with the Operations Manager.

19.2 Unpaid Leave

- (a) Application for unpaid leave of absence must be made to the Operations Manager stating the reason for such leave;
- (b) An unpaid leave of absence for one (1) month or less may be granted by the Operations Manager; and
- (c) Unpaid leave longer than one (1) month or extended leave is available to employees with two (2) or more years of employment may be granted by the Operations Manager.

19.3 Unpaid Leave – Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term of office. Such leave will be granted on the understanding the employee shall relinquish their position with the Employer, permitting it to be posted permanently as staffing requirements dictate. Upon making him/herself available for reinstatement upon expiry of their term of office, provided the employee has all of the qualifications, knowledge, education, abilities, experience and personal suitability as determined by the Employer to perform the full scope of the work required, the employee shall be permitted first to exercise their seniority in any vacancy that exists, or, if no vacancies exist, to exercise their seniority over the most junior employee in the job they previously worked in. In exercising seniority, the returning employee may displace only another employee working the same (or fewer) hours as the returning employee was working at the time leave was granted.

19.4 Jury or Witness Duty

Full and part-time employees who are required to serve as jurors or witnesses in any court, provided such court action is not occasioned by the employee's private affairs, shall be granted paid leave of absence of up to five (5) days after which such leave will be unpaid.

ARTICLE 20 - MEDICAL SERVICES PLAN

Following the second full month after the date of signing the collective agreement, full-time and part-time employees who work twenty (20) hours or more per week will be eligible for BC Medical Insurance Plan coverage. The Employer shall pay fifty percent (50%) of the cost of the premiums. Newly hired employees shall be entitled to be eligible for benefits after fulfilling the requirements of the probationary period.

ARTICLE 21 - PARENTAL AND FAMILY LEAVE

The following provisions are governed by the *Employment Standards Act*.

21.1 Pregnancy Leave

A birth mother is entitled to up to seventeen (17) weeks unpaid pregnancy leave. Pregnancy leave can begin up to eleven (11) weeks before the expected birth date and end no earlier than six (6) weeks after the actual birth date unless the birth mother requests a shorter period or end no later than seventeen (17) weeks after the actual birth date. Four (4) weeks written notice is required prior to taking the pregnancy leave. If required by the Employer, a medical certificate must be provided.

If the birth mother is unable to return to work for reasons related to the birth or the termination of the pregnancy, pregnancy leave may be extended by six (6) weeks.

21.2 Parental Leave

- (a) A birth mother who takes pregnancy leave according to Article 21.1 is entitled to take up to thirty-five (35) additional consecutive weeks of unpaid leave beginning immediately after the end of Pregnancy Leave.
- (b) A birth mother who does not take leave according to Article 21.1 is entitled to take up to thirty seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event.
- (c) A birth father is entitled to take up to thirty seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event.
- (d) An adoptive parent is entitled to take up to thirty seven (37) of unpaid leave beginning with fifty-two (52) weeks after the child is placed with the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken in paragraphs 21.2(a) – (d) above.
- (f) Four (4) weeks' written notice is required prior to taking the leave.
- (g) If required by the Employer, a medical certificate must be provided.

21.3 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, and
- (b) the care or health of any other member of the employee's immediate family as defined in Article 19.1.

21.4 Compassionate Leave

(a) An employee who requests leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member as defined in Article 19.1 if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after

- (1) the date the certificate is issued, or

- (2) if the leave began before the date the certificate is issued, the date the leave began
- (b) The employee must give the Employer a copy of the certificate as soon as practicable.
- (c) An employee may begin a leave under this section no earlier than the first day of the week in which the period under paragraph (a) begins.
- (d) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (1) the family member dies;
 - (2) the expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- (e) A leave taken under this section must be taken in units of one (1) or more weeks.
- (f) If an employee takes a leave under this section and the family member to whom paragraph (b) applies does not die within the period referred to in that paragraph, the employee may take a further leave after obtaining a new certificate in accordance with paragraph (a), and paragraphs (b) to (e) apply to the further leave.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers' Compensation 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 Workers' Compensation Board regulations.

22.2 Working Conditions

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner.

The Employer shall make all reasonable provisions for the occupational health and safety of the employees including ensuring that all working areas and employer owned vehicles are maintained in a safe condition. The employees are expected to take all reasonable precautions in performing their work and abide by all safety rules and procedures.

22.3 Health and Safety Committee

The Occupational Health and Safety Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the industrial health and safety program, and shall promote compliance with these regulations. The Committee shall meet at regular intervals.

22.4 Unsafe Conditions

The parties acknowledge the authority of the *Workers' Compensation Act of BC* to govern workplace safety. The parties further acknowledge the procedures and relevant regulations that are required to be followed in the event of an "*undue hazard to the safety or the health of any person*", including the right to refuse to work under such conditions, subject to applicable WCB requirements.

No employee shall be disciplined for refusing to perform work which is found to pose an undue hazard to the health or safety of any person, or because he/she has acted in compliance with the WCB regulations or an order made by an officer of the Board.

22.5 Investigation of Accidents

The Health and Safety Committee shall be notified of each accident or injury and may, subject to agreed committee procedures, investigate and report to the Union and Employer on the nature and cause of the accident or injury.

22.6 Transportation

In the event of an accident on the job, the cost of transporting the employee to the nearest physician or hospital and back to the employee's regular residence shall be borne by the Employer for that incident only.

22.7 Injury Pay

An employee who is injured on the job during scheduled working hours and is required to leave for treatment or is sent home by the Employer for such injury shall receive payment at his/her regular rate of pay for the remainder of his/her shift.

22.8 Benefits while on WCB

Employees who are absent from work and in receipt of wage-loss replacement benefits from WCB, shall be considered as being on unpaid leave of absence.

22.9 Return from WCB Leave

Employees who are absent from work due to a WCB related injury, shall contact their supervisor or designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Prior to returning to work, should an employee fail to provide the necessary medical certification stating that they are fully capable of performing their normal duties, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties and/or modified/light duties.

22.10 First Aid Premium

(a) Where the Employer requires an employee to perform first-aid duties, the cost of obtaining and renewing the required Certificate shall be borne by the Employer, and the leave necessary to take the courses shall be granted with pay.

(b) Qualified employees assigned by the Employer to first aid duties will be paid a premium of thirty cents (30¢) per hour worked above the employee's regular straight-time rate.

22.11 Protective Clothing

(a) The Employer shall supply protective clothing and supplies as required by WCB.

(b) For part-time or full-time Distribution Centre personnel with one (1) or more years of service, the Employer will pay up to seventy-five dollars (\$75.00) per year towards the purchase of WCB approved footwear. In order to receive reimbursement, the claim must be accompanied by a receipt.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

"*Technological change*" means the installation of new, advanced mechanical or electronic equipment which would result in the need for specialized training and/or which affects a significant number of employees.

23.2 Notice

The Employer will give the Union sixty (60) calendar days advanced notice prior to implementation of a technological change. Such notice shall be in writing and shall state the nature of the new equipment, the date upon which it is to be installed, and the names and classifications of the employee(s) whose job(s) will be affected.

23.3 Consultation

Where the Employer has notified the Union in accordance with Article 23.2, the parties shall meet as soon as possible, in order that the Union may make representations concerning how the technological change could be implemented with the least adverse effects.

23.4 Displaced Employees

Employees displaced from their jobs as a result of a technological change will be laid off and may bump in accordance with Article 13.0 of this agreement, unless the employee, prior to being laid off, elects instead to:

- (a) waive his/her bumping rights and be placed on the recall list; or
- (b) accept severance pay under Article 13.0.

ARTICLE 24 - JOB POSTING PROCEDURES

24.1 Vacancy Posting

If the Employer determines there is a job vacancy, the job shall be posted in the workplace for a period of seven (7) calendar days. Applicants for vacant positions shall submit a letter of application and a current résumé noting relevant qualifications and experience. Selection shall be made by the appropriate supervisor. Selection will be based upon qualifications, knowledge, education, ability, skill, experience and personal suitability, as determined by the Employer, and seniority. Where two (2) or more applicants are equal, the one (1) with the greater seniority will be selected. Internal applicants shall be given consideration in respect to filling the position prior to external applicants being hired. A copy of the posting will be sent to the Union.

The Employer will have the option of establishing an eligibility list for telephone representative vacancies. In the event there is a vacancy, the Employer may select the next available qualified person without reposting the position. If no further qualified people are available, the Employer may post the position externally. A copy of the posting will be forwarded to the Union.

24.2 Trial Period

If an applicant is from within the bargaining unit, the applicant shall be placed on a trial period of 522 hours worked. Conditional on satisfactory service, including but not limited to attendance, performance and conduct as determined by the Employer, the employee shall be declared permanent after that period. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if

the employee is unable to perform the duties of the new job, every reasonable effort will be made to place the individual in an alternate position at their former level of pay.

ARTICLE 25 - CAREER DEVELOPMENT

25.1 Purpose

Both parties recognize that an improved service to the public will result if employees acquire knowledge and skills relating to their job functions.

25.2 Education Leave and Allowance

(a) The Employer will provide orientation and job-specific training at the time the employee commences his/her employment. The purpose of this training is to provide employees with an understanding of their responsibilities, procedures and the equipment they are required to use.

(b) Upon completion of the probationary period, the employee and his/her supervisor shall specifically identify what, if any, training and development activities that will either assist in improving current work performance or, where the addition of responsibilities or a promotion seem imminent, will prepare the employee for the additional responsibilities or a promotion.

(c) The Employer will attempt to assist employees to enhance the skills necessary for their job through time off and/or financial assistance for relevant employer approved courses and training programs. Where leave is granted, the Employer will attempt to fill this temporary vacancy internally provided a qualified person is available.

(d) Employees who participate in a course or workshop where any of the cost (including paid leave) is borne by the Employer will be required to submit a report on the material covered and the benefits received, as well as provide all course related materials for dispersal amongst the staff members to whom the information is relevant.

ARTICLE 26 - CLASSIFICATIONS AND RATES OF PAY

26.1 Appendix "A"

Each employee shall be paid not less than the hourly rate established by Appendix "A" for their job classification.

26.2 Work in Higher Rated Classification

Where the Employer requires an employee to work temporarily in a higher classification for two (2) or more consecutive days, the employee shall be paid the rate for the job for the period so employed.

26.3 Work in a Lower Classification

Where the Employer requires an employee to work temporarily in a lower rated classification, the employee shall be paid the rate for his/her regular classification.

26.4 Paydays

(a) There shall be a regular payday every two (2) weeks on Friday. On that date, each active employee shall be provided with a statement of earnings and deductions for the pay period covered.

(b) The distribution of paycheques shall be done on a confidential basis.

26.5 Training Premium

Employees assigned to train new staff members shall receive a premium of one dollar (\$1.00) per hour for actual instructional time.

26.6 Distribution Centre Team Leader Premium

Employees assigned to team leader duties shall receive a premium of one dollar (\$1.00) per hour for actual time performing these tasks.

26.7 Temporary Assignment

An employee who is temporarily assigned to a higher level position will receive the rate of pay for the temporary position for the full period of the assignment.

ARTICLE 27 - GENERAL CONDITIONS**27.1 Personal and Company Property**

The Employer will not require employees to use personal property to carry out employer business, and use of personal vehicles. Employees must return to the Employer all employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

27.2 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties.

27.3 Contracting Out

The Employer shall not contract out bargaining unit work which would result in a layoff of current employees.

27.4 No Pyramiding

The parties agree that there shall be no pyramiding of rates of pay, overtime premiums, shift premiums or other such premiums contained in this agreement.

27.5 Headings

Headings are included in this agreement for convenience of reference only, and shall not be used to interpret, modify or alter the substantive language of this agreement.

27.6 Medical Examinations

For absences due to illness or injury, employees may be required to provide a medical certificate verifying that the employee is unable to carry out his/her normal duties. In addition, the Employer may at any time require an employee to take a medical examination, so long as the Employer pays the fees for that examination. If it is not possible to take such examination in non-working hours, time taken during normal working hours shall be without loss of regular straight-time pay.

27.7 Personnel Files

- (a) Access to employee files shall be governed as follows:
- (1) files will only be viewed in the presence of the Employer in the office in which the files are normally kept;
 - (2) adequate advance notice of a request to view a file must be provided to the Employer;
 - (3) access to files shall be permitted no later than five (5) days after a request for permission to view them is received by the Employer;
 - (4) employees may have access only to their own personnel files under this article;
 - (5) a union official recognized under this agreement may, upon receipt of written authorization from an employee, have access to any employee's file for grievance investigation purposes, subject to the procedural restrictions of this article.
- (b) Any documents produced by the Employer shall be removed from the employee's file upon the employee's written request, after the expiration of eighteen (18) months from the date of issue provided there has been no further infraction.

27.8 Member/Donor/Client Confidentiality

Any information about members/donors/clients of the Employer which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it. All documents or other relevant material containing confidential member/donor/client information shall be surrendered to the Employer by the employee on termination of employment.

27.9 Retirement

The retirement date for all employees shall be the first day of the month immediately following the employee's 65th birthday.

27.10 Paycheques

Upon written request, employees may elect to have their cheques directly deposited to any chartered bank or credit union in the Province of British Columbia.

ARTICLE 28 - HARASSMENT**28.1 Policy Statement**

The parties to this agreement are committed to ensuring all employees enjoy working in an environment in which they are treated fairly and with respect by everyone.

This policy applies to all dealings between employees, with volunteers and those working in contractual relationships.

28.2 Definition

- (a) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (1) Sexual Harassment - is defined as any unwelcome attention or action of a sexual nature including verbal, visual or physical conduct which has the intent or effect of unreasonably interfering with an individual's or group's work or performance.
 - (2) Personal Harassment - is discriminatory behaviour, directed at an individual, which causes substantial distress in that person, serves no legitimate work-related purpose and relates to any of the prohibited grounds contained in the *BC Human Rights Code*. This occurs when there is discrimination not related to bona fide terms or conditions of employment associated with race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age, or because that person has been convicted of a criminal or summary conviction offence.
- (b) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities.
- (1) the "*complainant*" is the person who believes he/she is, or has been harassed;
 - (2) the "*respondent*" is the person who is alleged to have harassed the complainant.
- (c) More specifically, harassment occurs when:
- (1) the conduct creates an intimidating, hostile or offensive work environment;
 - (2) the conduct unreasonably interferes with an employee's job performance;
 - (3) submission to, or rejection of such conduct is used as a basis of employment decisions; or
 - (4) submission to such conduct is made a term or condition of employment.

The above definitions of harassment must be directly related to work or incidents in the workplace and are not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

28.3 Harassment Advisors

The role of the advisors is to assist in assuring that all employees can work in a comfortable working environment, free from harassment.

Advisors deal with harassment complaints and inquiries, and provide emotional support. If the complainant wants to initiate a written complaint, the advisor will investigate, and if warranted, file a written report.

In addition, the harassment advisors are to assist in increasing awareness of harassment issues, educating staff concerning this policy, implementing this policy, recommending harassment policy revisions, and if required, referral of individuals to an appropriate agency.

There will be two (2) harassment advisors. One (1) of the two (2) harassment advisors is a member of the Board of Directors, and is chosen by the Board. The other is a member of the staff, and is chosen by all staff members. Both advisors serve a minimum term of two (2) years.

One (1) alternate advisor will be chosen at the same time as the regular advisors to stand-in if any of the advisors are not available (vacation, leave of absence, etc.).

28.4 Resolution Process

(a) If an employee has experienced or witnessed any form of harassment he/she should use the following procedure:

(1) Deal with it immediately. This often requires advising the harasser that their behaviour is inappropriate and should be discontinued. However, if the complainant prefers not to discuss the matter with the alleged harasser, or if the respondent fails to respect the request above, report the incident immediately. This may be done directly with a harassment advisor, the immediate supervisor or the Operations Manager. If the matter is satisfactorily resolved to the complainant's satisfaction, the matter will be closed.

(2) If the matter is not resolved to the complainant's satisfaction, they may then file a formal written complaint with the assistance of a harassment advisor, if desired. This will be sent to the immediate supervisor. Where the supervisor is the respondent, the complaint should be sent to the respondent's supervisor. Also, if the respondent is an advisor, the complainant shall have the option of taking their case directly to the Operations Manager.

(b) Formal written complaints should include the following information:

- (1) the names of the person(s) involved;
- (2) a detailed description of what happened and what was said;
- (3) dates of the incident;
- (4) names of witnesses; and
- (5) any prior attempts to resolve the situation.

(c) Provided there is authorization from the complainant, the incident(s) will be promptly investigated by a harassment advisor. Investigations will be completed within twenty (20) working days of submitting the complaint to the Employer. In the event that the alleged violation is considered by the harassment advisor(s) to be of a very serious nature, this will be expedited with the investigation being completed within ten (10) working days.

(d) Investigations are a fact finding, not a disciplinary process. Generally an investigation will take the form of separate interviews with the complainant and the respondent. A copy of the complaint will be given to the respondent. If other persons observed the incident or are involved, they too will be interviewed. At the option of the complainant or respondent, a steward may be present. The role of the steward is as an observer to the interview.

(e) Investigations will be conducted in a fair, unbiased and timely manner. Those being interviewed will be advised of the procedures available to them. Any person alleged of harassing another employee will be informed concerning the complaints against them, and will have the opportunity to explain their interpretation of the situation.

Once the investigation is complete, a report, including recommendations will be submitted to the Operations Manager and the Board of Directors.

(f) Upon receiving the report and recommendations on the case, the Operations Manager or the Board of Directors may impose an appropriate sanction, provide a remedy for the complainant, or exonerate the respondent. The decision will take into account the following;

- (1) the facts surrounding the incident;
- (2) the severity of the incident
- (3) whether the harassment was intentional or not;
- (4) whether the respondent expressed remorse over the incident;

- (5) whether the offence was an isolated incident or part of an overall pattern of harassing behaviour;
- (6) other mitigating circumstances; and
- (7) the respondent's past work record.

A confidential copy of this report and the subsequent corrective action will be sent to the Union Staff Representative.

(g) Sanctions may include the requirement of a written apology or disciplinary action up to and including dismissal. If the respondent remains employed, the Employer may require education of the respondent.

(h) An employee who files a complaint which is frivolous or vindictive may be subject to disciplinary action.

(i) If either party is not satisfied with the decisions made by the Operations Manager or Board of Directors, an Appeal Procedure can be initiated.

28.5 Appeal Procedure

(a) If the complainant or respondent is a union member, a grievance is filed directly at Step 3 of the grievance procedure. The Union will present the written grievance to the Operations Manager or the Board of Directors within fourteen (14) days following receipt of the decision made, as a result of the investigation.

(b) This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*. However, an employee shall not be entitled to duplication to process. An employee making a complaint of harassment must choose to take their complaint to either the BC Council of Human Rights or to the process specified in this harassment policy and procedures.

28.6 Confidentiality

The parties recognize the difficulty of coming forward with a harassment complaint. To protect the interests of the complainant, confidentiality shall be maintained throughout. Information related to the complainant shall only be disclosed to the extent necessary to carry out these procedures.

In order to review a specific complaint, the complainant must provide authorization to proceed with the investigation. This means that those interviewed will know the nature of the complaint and the person(s) involved. The Operations Manager or Board of Directors will also be advised at the time a formal investigation is initiated.

28.7 Time Limits

Written complaints should be filed within sixty (60) days of the date of the last alleged incident. A complainant that feels there are good reasons for an extension beyond this period should request an extension from a harassment advisor. This limitation period may be waived given sufficient justification.

ARTICLE 29 - TERM OF AGREEMENT

29.1 Duration

The terms of this agreement shall be July 4, 2006 to midnight July 3, 2010.

29.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 3, 2010, but in any event not later than midnight, May 3, 2010.
- (b) Where no notice is given by either party prior to May 3, 2010 both parties shall be deemed to have been given notice under this article on May 3, 2010 and thereupon Article 29.3 applies.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Operations Manager.

29.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 29.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

29.4 Changes in Agreement

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

29.5 Effective Date of Agreement

The provisions of the agreement shall come into full force and effect on the date of signing.

29.6 Agreement to Continue in Force

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

29.7 Exclusion

The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the *Labour Relations Code of British Columbia*.

SIGNED ON BEHALF OF
THE UNION:

SIGNED ON BEHALF OF
THE EMPLOYER:

George Heyman, President

Gordon Therriault, Executive Director

Harjit Bedi, Bargaining Committee

Don Adams, Consultant

Darlene Jones, Staff Representative

Signed this _____ day of _____, 2007.

APPENDIX "A" - WAGES AND TERM

The following wage increases are retroactive to July 4, 2006, date of signing of the collective agreement.

	Current	July 4/06 2.0%	July 4/07 2.25%	July 4/08 2.25%	Jan 4/09 2.0%	July 4/09 1.75%
Data Entry	10.41	10.62	10.86	11.10	11.32	11.52
TR's	9.22	9.40	9.62	9.83	10.03	10.20
DC Worker	10.88	11.10	11.35	11.60	11.83	12.04

For the first year of employment these employees will receive the greater of \$1.00 less than the rates shown or the minimum wage.

SIGNED ON BEHALF OF
THE UNION:

SIGNED ON BEHALF OF
THE EMPLOYER:

George Heyman, President

Gordon Therriault, Executive Director

Harjit Bedi, Bargaining Committee

Don Adams, Consultant

Darlene Jones, Staff Representative

Signed this _____ day of _____, 2007.

**LETTER OF AGREEMENT #1
NOTICE OF REASSIGNMENT**

Telephone Representatives

There will be two designated trainers¹. These positions will be posted, however, it is understood the Employer will choose those individuals who the Employer determines are the best qualified. If, in the Employer's opinion there are suitable internal employees but nobody applies, the Employer may assign such employees to be trainers in reverse order of seniority. If there are no suitable internal candidates, the Employer may recruit externally.

"Green" Circled² Employees

Luvy Baja	10.19	Haidee Slett	10.19
Filipe Silva	10.19	Mildred Simbulan	10.19
Christine Wright	10.30	Dolores Howson	10.19
Shalini Singh	10.30	Edgar Munoz	14.66

Any other employee who is in either a Reception or Call Back position whose job is eliminated as a result of the introduction of the new Hosted Call Center system.

SIGNED ON BEHALF OF
THE UNION:

SIGNED ON BEHALF OF
THE EMPLOYER:

George Heyman, President

Gordon Therriault, Executive Director

Harjit Bedi, Bargaining Committee

Don Adams, Consultant

Darlene Jones, Staff Representative

Signed this _____ day of _____, 2007.

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¹ It is understood that there may be a requirement for additional trainers at a later time.

² Green Circle is defined as the employee continues to receive the annual percentage increase in wages until such time the employee changes job classifications or chooses to move to from his/her current status (e.g. full-time, part-time or casual), he/she will no longer be green circled, i.e. the person will receive the rate for the job (refer to rates of pay in the Appendix "A" Table). Trainer assignments will not be considered to be a change in classification