

COLLECTIVE AGREEMENT

between the

BLUE OCEAN CONTACT CENTERS

and the

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

Effective from January 1, 2007 to December 31, 2008

TABLE OF CONTENTS

| | |
|---|-----------|
| DEFINITIONS | 1 |
| ARTICLE 1 - PREAMBLE | 3 |
| 1.1 Purpose of Agreement | 3 |
| 1.2 Future Legislation | 3 |
| 1.3 Conflict With Regulations | 3 |
| 1.4 Agreement..... | 3 |
| 1.5 Singular and Plural..... | 3 |
| 1.6 Human Rights Code..... | 3 |
| 1.7 Discrimination and Harassment under the Human Rights Code..... | 3 |
| 1.8 Inappropriate Use of Managerial/Supervisory Authority | 6 |
| 1.9 Strikes/Lockouts | 8 |
| ARTICLE 2 - UNION RECOGNITION AND RIGHTS | 8 |
| 2.1 Bargaining Unit Defined | 8 |
| 2.2 Bargaining Agent Recognition..... | 8 |
| 2.3 Correspondence | 8 |
| 2.4 No Other Agreement | 8 |
| 2.5 No Discrimination for Union Activity | 9 |
| 2.6 Recognition and Rights of Stewards | 9 |
| 2.7 Bulletin Boards | 9 |
| 2.8 Union Insignia..... | 9 |
| 2.9 Right to Refuse to Cross Picket Lines..... | 9 |
| 2.10 Time Off for Union Business | 10 |
| 2.11 Union Meetings..... | 10 |
| ARTICLE 3 - UNION SECURITY | 10 |
| ARTICLE 4 - CHECK-OFF OF UNION DUES | 10 |
| ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES | 11 |
| ARTICLE 6 - EMPLOYER'S RIGHTS | 12 |
| ARTICLE 7 - EMPLOYER/UNION RELATIONS | 12 |
| 7.1 Union and Employer Representation | 12 |
| 7.2 Union Bargaining Committees..... | 12 |
| 7.3 Union Representatives | 12 |
| 7.4 Technical Information | 12 |
| 7.5 Labour Management Meetings..... | 13 |
| ARTICLE 8 - GRIEVANCES | 13 |
| 8.1 Grievance Procedure..... | 13 |
| 8.2 Step One | 13 |
| 8.3 Step Two | 13 |
| 8.4 Time Limits to Submit at Arbitration..... | 14 |
| 8.5 Administrative Provisions | 14 |
| 8.6 Dismissal or Suspension Grievances..... | 14 |
| 8.7 Deviation from Grievance Procedure..... | 14 |
| 8.8 Failure to Act | 14 |
| 8.9 Policy Grievance..... | 14 |
| 8.10 Technical Objections to Grievances..... | 14 |
| 8.11 Amending Time Limits | 15 |

| | |
|---|-----------|
| ARTICLE 9 - ARBITRATION..... | 15 |
| 9.1 Notification | 15 |
| 9.2 Assignment of a Single Arbitrator..... | 15 |
| 9.3 Expenses of Arbitration Board | 15 |
| 9.4 Amending Time Limits | 15 |
| 9.5 Time for Decision | 15 |
| 9.6 Expedited Arbitration | 15 |
| 9.7 Voluntary Mediation..... | 16 |
| ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE..... | 16 |
| 10.1 Burden of Proof | 16 |
| 10.2 Dismissal and Suspension Grievance..... | 16 |
| 10.3 Probation Period | 16 |
| 10.4 Right to Grieve Other Disciplinary Action | 16 |
| 10.5 Employee Appraisal Forms | 17 |
| 10.6 Personnel File..... | 17 |
| 10.7 Right to Have Steward Present..... | 17 |
| 10.8 Abandonment of Position | 17 |
| ARTICLE 11 - Status and SENIORITY..... | 18 |
| 11.1 Status of Seniority | 18 |
| 11.2 Seniority Defined..... | 18 |
| 11.3 Seniority List..... | 18 |
| 11.4 Loss of Seniority | 18 |
| 11.5 Re-employment..... | 19 |
| 11.6 Bridging of Service..... | 19 |
| ARTICLE 12 - JOB POSTINGS | 19 |
| 12.1 Job Postings | 19 |
| 12.2 Union Observer..... | 20 |
| ARTICLE 13 - LAYOFF AND RECALL | 20 |
| 13.1 Layoff by Seniority | 20 |
| 13.2 Pre-layoff Canvass..... | 20 |
| 13.3 Notice of Layoff..... | 20 |
| 13.4 Bumping..... | 20 |
| 13.5 Severance Pay | 21 |
| 13.6 Recall List | 21 |
| 13.7 Preference for Laid Off Employees | 21 |
| 13.8 Labour Management Meetings..... | 21 |
| ARTICLE 14 - HOURS OF WORK | 21 |
| 14.1 Hours of Work | 21 |
| 14.2 Work Schedules | 21 |
| 14.3 Rest Periods | 22 |
| 14.4 Meal Periods | 22 |
| ARTICLE 15 - SHIFT WORK | 22 |
| 15.1 Length of Shifts | 22 |
| 15.2 Shift Patterns | 22 |
| 15.3 Notice of Work Schedules..... | 22 |
| 15.4 Exchange of Shifts | 23 |
| 15.5 Short Changeover Premium | 23 |
| 15.6 Time Sheets..... | 23 |
| 15.7 Split Shifts..... | 23 |

| | |
|--|-----------|
| ARTICLE 16 - OVERTIME | 23 |
| 16.1 Definitions..... | 23 |
| 16.2 Overtime Compensation..... | 23 |
| 16.3 Compensatory Time Off..... | 24 |
| 16.4 Authorization and Application of Overtime | 24 |
| 16.5 Sharing of Overtime | 24 |
| 16.6 No Layoff to Compensate for Overtime | 24 |
| 16.7 Overtime for Part-time Employees | 24 |
| 16.8 Right to Refuse Overtime..... | 25 |
| 16.9 Rest Interval After Overtime | 25 |
| ARTICLE 17 - PAID HOLIDAYS..... | 25 |
| 17.1 Paid Holidays | 25 |
| 17.2 Holiday Falling on a Day of Rest..... | 25 |
| 17.3 Holiday Falling on a Scheduled Workday | 25 |
| 17.4 Scheduling of Lieu Days | 25 |
| 17.5 Holiday Coinciding With a Day of Vacation..... | 25 |
| 17.6 Paid Holiday Pay | 26 |
| 17.7 Christmas or New Year's Day Off..... | 26 |
| 17.8 Floating Days | 26 |
| ARTICLE 18 - ANNUAL VACATIONS..... | 26 |
| 18.1 Annual Vacation Entitlement | 26 |
| 18.2 Vacation Earnings for Partial Years..... | 26 |
| 18.3 Vacation Scheduling..... | 27 |
| 18.4 Vacation Pay | 27 |
| 18.5 Approved Leave of Absence Without Pay During Vacation | 27 |
| 18.6 Vacation Carry-over | 27 |
| 18.7 Call Back From Vacation | 27 |
| 18.8 Vacation Credits Upon Death..... | 27 |
| ARTICLE 19 - SPECIAL AND OTHER LEAVE | 28 |
| 19.1 Bereavement Leave | 28 |
| 19.2 Special Leave | 28 |
| 19.3 Full-time Public Duties..... | 28 |
| 19.4 Leave for Court Appearance | 28 |
| 19.5 General Leave | 29 |
| 19.6 Elections..... | 29 |
| 19.7 Other Religious Observances | 29 |
| 19.8 Emergency Service Leave | 29 |
| ARTICLE 20 - PARENTAL AND FAMILY LEAVE..... | 29 |
| 20.1 Pregnancy Leave..... | 29 |
| 20.2 Parental/Adoption Leave | 29 |
| 20.3 Family Responsibility Leave..... | 29 |
| 20.4 Extension of Leaves..... | 30 |
| 20.5 Benefits Continuation | 30 |
| 20.6 Deemed Resignation..... | 30 |
| 20.7 Entitlements Upon Return to Work..... | 30 |
| ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY..... | 30 |
| 21.1 Safety Committee | 30 |
| 21.2 Unsafe Work Conditions | 31 |
| 21.3 Occupational First Aid Requirements and Courses..... | 31 |
| 21.4 Injury Pay Provision | 31 |

| | | |
|-----------------------------------|---|-----------|
| 21.5 | Transportation of Accident Victims | 31 |
| 21.6 | WCB Regulations | 31 |
| 21.7 | Strain Injury Prevention..... | 31 |
| ARTICLE 22 | - TECHNOLOGICAL CHANGE..... | 32 |
| 22.1 | Technological Changes..... | 32 |
| ARTICLE 23 | - SEASONAL EMPLOYEES | 32 |
| 23.1 | Eligibility for Postings | 32 |
| 23.2 | Seniority, Benefits and Wages | 32 |
| 23.3 | Layoffs | 32 |
| 23.4 | Exemptions | 32 |
| ARTICLE 24 | - CONTRACTING OUT..... | 33 |
| ARTICLE 25 | - HEALTH AND WELFARE..... | 33 |
| 25.1 | Basic Medical Insurance..... | 33 |
| 25.2 | Medical Examination..... | 33 |
| 25.3 | Extended Health & Dental Plan | 33 |
| 25.4 | Health and Welfare Plans | 33 |
| ARTICLE 26 | - PAYMENT OF WAGES AND ALLOWANCES..... | 34 |
| 26.1 | Paydays | 34 |
| 26.2 | Rates of Pay | 34 |
| 26.3 | Salary Protection..... | 34 |
| 26.4 | Substitution Pay | 34 |
| 26.5 | Employee Assistance Program..... | 34 |
| ARTICLE 27 | - GENERAL CONDITIONS | 34 |
| 27.1 | Copies of Agreements | 34 |
| 27.2 | Electronic Monitoring..... | 35 |
| ARTICLE 28 | - LIMITED CONTRACT EMPLOYMENT..... | 35 |
| 28.1 | Limited Contract Employment..... | 35 |
| ARTICLE 29 | - TERM OF AGREEMENT | 35 |
| 29.1 | Duration | 35 |
| 29.2 | Notice to Bargain | 35 |
| 29.3 | Commencement of Bargaining..... | 35 |
| 29.4 | Change in Agreement | 35 |
| 29.5 | Agreement to Continue in Force | 36 |
| 29.6 | Effective Date of Agreement..... | 36 |
| APPENDIX "A" | - Wages - Classifications and Rates of Pay | 37 |
| APPENDIX "B" | | 38 |
| LETTER OF UNDERSTANDING #1 | - Re: Job Descriptions..... | 39 |

DEFINITIONS

For the purpose of this Agreement:

- (1) "*bargaining unit*" – is the unit for collective bargaining for which the B.C. Government & Service Employees' Union was certified by the Labour Relations Board of British Columbia on July 25, 2000.
- (2) "*basic pay*" – means the rate of pay negotiated by the parties to this Agreement.
- (3) "*child*" – wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Director, Child and Community Services, or a child of a spouse.
- (4) "*common-law spouse*" – includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship or has 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.
- (5) "*continuous employment*" or "*continuous service*" – means uninterrupted employment in Blue Ocean Contact Centers, subject to the provisions of Clause 11.3.
- (6) "*day of rest*" – in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence.
- (7) "*demotion*" – means a change from an employee's position to one with a lower maximum salary.
- (8) "*employee*" – means a member of the bargaining unit :

It does not include incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement.
- (9) "*Employer*" – means Blue Ocean Contact Centers.
- (10) "*holiday*" – means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (11) "*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.
- (12) "*lateral transfer*" or "*transfer*" – refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (13) "*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.
- (14) "*leave of absence with pay*" – means to be absent from duty with permission and with pay.
- (15) "*leave of absence without pay*" – means to be absent from duty with permission but without pay.

- (16) "lockout" – includes closing a place of employment, a suspension of work or a refusal by an employee to continue to employee a number of his or her employees, done to compel his or her employees or to aid another employer to compel his or her employees to agree to conditions employment.
- (17) "Manager" – can mean the General Manager or the Project Manager or other excluded managers of Blue Ocean Contact Centers.
- (18) "mutual agreement" – refers to agreement between the Employer and the Union, except where specifically stated to mean agreement between the Employer and the employee.
- (19) "probation" – for an employee means that period of probation immediately following hiring or probation to normally last no more than three (3) months.
- (20) "resignation" – means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
- (21) "rest period" – is a paid interval, which is included in the workday in which the employee is off duty.
- (22) "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.
- (23) "spouse" – includes husband, wife and common-law spouse, including same sex spouse.
- (24) "strike" – includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees that is designed to or does restrict or limit production or services, but does not include:
- (a) a cessation or work permitted under section 63(3) of the *Labour Relations Code*, or
 - (b) a cessation, refusal, omission or act of an employee that occurs as the direct result of and for no other reason than picketing that is permitted by or under the *Labour Relations Code*;
- and "to strike" has a similar meaning.
- (25) "termination" – is the separation of an employee from Blue Ocean Contact Centers for cause pursuant to Article 10 – Dismissal, Suspension and Discipline.
- (26) "Union" – means the B.C. Government and Service Employees' Union (BCGEU).
- (27) "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.
- (28) "workweek" – means Sunday to Saturday.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The parties agree that all employees employed by Blue Ocean Contact Centers are an integral part of achieving the Organization's mission and vision. The parties therefore agree that all employees will be treated in accordance with the principles contained in this Agreement. These principles reflect the Union and Employer's efforts to establish and maintain an effective working relationship that allows for fairness, respect, and dignity for all.

(b) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union within the framework provided by the law.

1.2 Future Legislation

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

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 Agreement

This collective agreement covers all employees who are members of the BCGEU and will be abided to by the parties.

1.5 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.

1.6 Human Rights Code

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

(b) The parties will meet and review methods of extending knowledge of the *Human Rights Code* within Blue Ocean Contact Centers and for extending knowledge relating to the *Human Rights Code* to all employees.

1.7 Discrimination and Harassment under the Human Rights Code

(a) *Purpose*

Blue Ocean Contact Centers, in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

(b) *Harassment*

Discrimination and harassment 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 or harassment 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 offence unrelated to their employment.

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 8 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in the Harassment Policy and Procedures. In either event a complaint of harassment shall not form the basis of a grievance.

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.

(c) *Sexual Harassment*

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.

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.

(1) *Procedures*

All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.

(2) *Informal Procedure*

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.

(3) *Formal Procedure*

The General Manager 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 manager will discuss the proposed resolution with the employee. The employee may have a shop steward present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(4) *Written Complaint*

If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the President and General Manager or his/her designate within thirty (30) days of receiving the Manager's response or when the response was due.

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

- name and title 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).

(5) *Employer Investigation*

The General Manager or his/her 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 General Manager or such later date as may be mutually agreed by the Employer and the Union.

(6) *Adjudication*

Where the matter is not resolved pursuant to (5), the Union may refer the matter to adjudication. An adjudicator shall be agreed upon by the Employer and the Union. The adjudicator shall review all information gathered in the formal complaint and investigation process up to and including Step 5. The adjudicator shall have the further authority to carry out such further investigation as that person deems appropriate.

In the course of the adjudicator's investigation, that person shall constitute and have the power and authority of an arbitrator under the *Labour Relations Code* including the power to compel the production of documents and to examine witnesses under oath. Subject to the requirements of natural justice, the adjudicator shall determine their own procedure in this regard. However, the complainant, the respondent(s) and the Employer, or their representatives, shall have the right to be present at any examination of witnesses under oath and shall have the right to question those witnesses and to present argument to the adjudicator.

At the conclusion of the adjudicator's investigation, the adjudicator shall issue a report which shall contain final and binding determinations of the relevant factual issues and a final and binding determination as to whether or not the complained of discrimination or harassment occurred. The adjudicator's report may also contain recommendations to the Employer and the

Union regarding an appropriate response to the complaint, including discipline, where discrimination or harassment was found to have occurred.

(7) *Discipline Resulting*

Disciplinary action taken by the Employer which is consistent with the recommendations of the adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

Disciplinary action taken by the Employer which exceeds the recommendations of the adjudicator may form the basis of a grievance which shall be filed directly at Step 3.

(8) *Documented Finding*

If the adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(9) *Separation of Parties*

Pending the determination of the complaint, the General Manager may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

The complainant will not be relocated without his/her agreement.

1.8 Inappropriate Use of Managerial/Supervisory Authority

Inappropriate use of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Inappropriate use of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

(1) *Procedures*

All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.

(2) *Informal Procedure*

An employee who believes he or she has a complaint of inappropriate use of managerial/supervisory authority may approach their supervisory personnel, shop 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.

(3) *Formal Procedure*

The General Manager 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 manager will discuss the proposed resolution with the employee. The employee may have a shop steward

present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(4) *Written Complaint*

If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the President and General Manager or his/her designate within thirty (30) days of receiving the Manager's response or when the response was due.

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

- name and title 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).

(5) *Employer Investigation*

The General Manager or his/her 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 General Manager or such later date as may be mutually agreed by the Employer and the Union.

(6) *Adjudication*

Where the matter is not resolved pursuant to (5), the Union may refer the matter to adjudication. An adjudicator shall be agreed upon by the Employer and the Union. The adjudicator shall review all information gathered in the formal complaint and investigation process up to and including Step 5. The adjudicator shall have the further authority to carry out such further investigation as that person deems appropriate.

In the course of the adjudicator's investigation, that person shall constitute and have the power and authority of an arbitrator under the *Labour Relations Code* including the power to compel the production of documents and to examine witnesses under oath. Subject to the requirements of natural justice, the adjudicator shall determine their own procedure in this regard. However, the complainant, the respondent(s) and the Employer, or their representatives, shall have the right to be present at any examination of witnesses under oath and shall have the right to question those witnesses and to present argument to the adjudicator.

At the conclusion of the adjudicator's investigation, the adjudicator shall issue a report which shall contain final and binding determinations of the relevant factual issues and a final and binding determination as to whether or not the complained of inappropriate use of managerial/supervisory authority occurred. The adjudicator's report may also contain recommendations to the Employer and the Union regarding an appropriate response to the complaint, including discipline, where inappropriate use of managerial/supervisory authority was found to have occurred.

(7) *Discipline Resulting*

Disciplinary action taken by the Employer which is consistent with the recommendations of the adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

Disciplinary action taken by the Employer which exceeds the recommendations of the adjudicator may form the basis of a grievance which shall be filed directly at arbitration.

(8) *Documented Finding*

If the adjudicator determines that inappropriate use of managerial/supervisory authority has occurred, the Employer must document the personnel file of the respondent accordingly.

(9) *Separation of Parties*

Pending the determination of the complaint, the General Manager may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

The complainant will not be relocated without his/her agreement.

1.9 Strikes/Lockouts

The Employer shall not cause or direct any lockouts of employees during the life of this Agreement, and neither the Union nor any representative thereof, nor any employee, shall in any way authorize, encourage or participate in any strike.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall be comprised of all employees included in the bargaining unit as defined in the Certification dated July 25, 2000, except those employees in positions mutually agreed to between the parties as managerial and/ or confidential exclusions.

(b) The guidelines to be considered in negotiating exclusions shall be position incumbents employed for the primary purpose of exercising senior management functions; position incumbents employed in a confidential capacity in matters relating to labour relations; a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on July 25, 2000 applies.

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 his/her 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 his/her 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 stewards to represent employees. The Employer and the Union will agree on the number of stewards.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward, or their 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 with 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 stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting 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 and other votes;
 - (4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

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

2.8 Union Insignia

- (a) 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 at least one union shop card, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

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 conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board.
- (b) *With Pay* – for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee.

Leave of absence with basic pay and without loss of seniority will be granted to three (3) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

- (c) The Employer shall grant, on request, 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. The leave shall be for a period of three (3) years and shall be renewed upon request.

2.11 Union Meetings

- (a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.
- (b) The Union shall provide 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.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on July 25, 2000, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).
- (b) All employees hired on or after July 25, 2000 (except those excluded by way of certification), shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).

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 and 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 1st 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, project 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 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 fifteen (15) minutes sometime during the initial training period of employment or the first two (2) weeks of employment.
- (e) The Union will provide Blue Ocean Contact Centers with an up-to-date list of stewards' names 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

- (a) The Employer shall remain vested with full, exclusive control of the management and operation of its business and with the direction and supervision of the workforce.
- (b) Without limiting the generality of the foregoing, it is the exclusive function of the Employer to hire and train employees and to discipline and discharge employees for just and reasonable cause; providing that any claim by the Union that these rights are being exercised in violation of specific provisions of this Agreement is subject to the grievance and arbitration provisions of this Agreement.
- (c) Nothing in this Agreement shall limit the right of Managers and other persons excluded from the bargaining unit to perform work in the Call Centre, as long as excluded employees are not assigned work presently performed by bargaining unit employees covered by this Agreement resulting in layoffs or failure to recall bargaining unit employees.

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 three (3) members in good standing of the Union together with the President of the Union or his/her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

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 designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.
- (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 Component 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.
- (e) Notwithstanding Clause 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Employer of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

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.

7.5 Labour Management Meetings

The parties recognize the importance and necessity of meeting regularly to discuss issues relating to the workplace that affect the parties or the employees. On request of either party, the parties shall meet for the purpose of promoting cooperative resolution of workplace issues, to respond to changes in the economy or the business environment affecting the Employer's business and to foster the development of work-related skills and promote workplace productivity.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement.

8.2 Step One

If an employee has a grievance, his/her grievance shall be settled as follows:

The employee, with or without a shop steward (at the employee's option), shall first discuss the grievance with his/her immediate supervisor within twenty-one (21) days of the occurrence or of becoming aware of the occurrence or circumstances giving rise to the grievance. In this first step, both parties shall make every effort to settle the dispute.

8.3 Step Two

If the grievance is not settled at Step 1, then the employee shall commit the grievance to writing by:

- (a) consulting a shop steward and recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) 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
- (c) the grievance shall be signed by the employee and transmitted to the designated Project Manager through the shop steward;
- (d) the Project Manager shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (e) within fourteen (14) days of receipt of the written grievance, the Project Manager or designate of the Employer shall give his/her written reply which should indicate whether the grievance is accepted and the remedy met or denied. If the grievance is denied, the Project Manager (or his/her designate) should set out the reasons why the grievance is denied.

8.4 Time Limits to Submit at Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9 – Arbitration, the President of the Union, 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.

8.5 Administrative Provisions

- (a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or facsimile.
- (b) Grievances, replies, and notifications 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.
- (c) Canada Post strike/lockout will not affect grievance time limits.

8.6 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right within twenty-one (21) days from the dismissal/suspension, to file directly at arbitration, with a copy to the Employer.

8.7 Deviation from Grievance Procedure

- (a) Grievances and replies shall be by certified mail, courier, or facsimile. Notification shall be deemed to have been presented on the date received or delivered to the appropriate office of the Employer or the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

8.8 Failure to Act

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

8.9 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. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.1 - Arbitration.

8.10 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.

8.11 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 questions 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 8 - Grievances, notify the other party within thirty (30) days of the receipt of the Step 2 reply, of its desire to submit the difference or allegations to arbitration.
- (b) The parties agree to use the expedited arbitration process wherever possible other than for grievances outlined in 9.5(b).
- (c) A submission of such a difference or allegation to arbitration shall be by certified mail, facsimile or by courier.
- (d) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing. The arbitrator must hear and determine the difference and issue a decision which is final and binding on the parties and any persons affected by it.

9.2 Assignment of a Single Arbitrator

The parties must agree on a single arbitrator as listed in Appendix A. An arbitrator may be removed from the list by mutual agreement.

9.3 Expenses of Arbitration Board

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator appointed.

9.4 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.

9.5 Time for Decision

The arbitrator shall hear and determine the difference, grievance or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

9.6 Expedited Arbitration

- (a) The parties may by mutual agreement refer to expedited arbitration any grievances considered suitable for this process, and shall set dates and locations for hearings of groups 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) suspensions 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 arbitrator shall hear the grievances 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.

(d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(f) 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 9.1.

(g) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

9.7 Voluntary Mediation

At the conclusion of Step 2 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*.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause. In all cases of discipline, the burden of proof rests with the Employer.

10.2 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. The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

10.3 Probation Period

The Employer may reject a probationary employee during their probation if he/she is not suitable for continued employment. The probation period is defined as three (3) months from the date of hire. Before extending an employee's probationary period, the Employer will consult with the Union.

10.4 Right to Grieve Other Disciplinary Action

(a) 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 his/her file,

he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(b) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

(c) 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.

10.5 Employee Appraisal Forms

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal.

(b) The results of the appraisal will determine the areas of performance that require coaching and progress that may be expected from the employee.

(c) The appraisal form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and is in agreement with the review and agrees with his or her performance and the other indicating that the employee disagrees with the outcome of the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(d) An employee shall receive a copy of his/her appraisal.

10.6 Personnel File

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's file. The employee or the designate shall give the Employer adequate notice prior to having access to such file. When viewing their personnel file, the employee will be provided a private office in which to do so in the presence of a manager.

10.7 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. 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 operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.8 Abandonment of Position

An employee who fails to report for duty for four (4) 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 - STATUS AND SENIORITY**11.1 Status of Seniority**(a) *Regular Employees*(1) *Full-time employees*

An employee who is appointed to a full-time position and works regularly scheduled shifts of forty (40) hours per week. These employees are entitled to all benefits of the collective agreement.

(2) *Part-time employees*

An employee who is scheduled to work fewer hours than the number of hours constituting full-time employment. Part-time employees with twenty (20) regularly scheduled hours per week or more shall be entitled to all benefits under this collective agreement.

(b) *Seasonal Employees*

An employee who is appointed to a predetermined employment term which will be identified at the time of hiring and works regularly scheduled shifts up to forty (40) hours per week.

(1) Seasonal employees may have their term extended by the Employer.

11.2 Seniority Defined

For the purpose of this Agreement:

(a) Service seniority shall mean the length of continuous service as an employee. Employees of Blue Ocean Contact Centers as of July 25, 2000, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee.

(b) Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every two thousand and eighty (2080) hours completed.

(c) Seniority of employees with the same start date shall be determined by random selection.

(d) Employees who left the bargaining unit to fill a position, within Blue Ocean Contact Centers, shall be immediately credited, for the purposes of layoff and recall, with their service seniority accrued within the bargaining unit.

11.3 Seniority List

A current service seniority list for all employees as of January 31st will be provided by the Employer to the President of the Union on or before February 28th and for August 31st by October 31st.

11.4 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 20-Maternity, Parental and Adoption Leave, shall not accrue seniority for leave periods over thirty (30) calendar days.

(1) An employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.

(2) 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.

- (3) An employee shall lose his/her seniority as an employee in the event that:
- (i) he/she is discharged for just cause;
 - (ii) he/she resigns his/her employment;
 - (iii) he/she abandons his/her position;
 - (iv) he/she is on layoff for more than eight (8) months.

11.5 Re-employment

An employee who resigns his/her position and within ninety (90) days is re-employed 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.

11.6 Bridging of Service

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

- (a) the employee must have been an employee with at least one (1) year 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 three (3) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings

- (a) Job vacancies inside the bargaining unit will be posted on the Intranet and in the office on the bulletin board for a minimum of seven (7) calendar days prior to considering applicants from outside the company.
- (b) Appointments to vacancies shall be made to the applicant who has the best qualifications to perform the work, subject to the following:

Qualifications shall, having regard to the nature of the duties to be performed, include the applicant's skills, knowledge, education, experience and past work performance. If two or more applicants have equal ratings, the applicant with the most seniority will be appointed.
- (c) Within seven (7) calendar days, an unsuccessful candidate may request verbally or in writing an explanation from the Manager the reasons why he/she was unsuccessful.
- (d) The Employer will provide a response either in writing, or orally as per the candidate's preference within seven (7) calendar days of receipt of the request. The response may include areas of improvement for future job promotions.
- (e) A successful candidate will be subject to a trial of (3) months during which if he/she is unable to perform the duties of the new position, or does not wish to continue in the position; he/she will be allowed to exercise the bumping provisions in Article 13.3.

12.2 Union Observer

Any employee applying for a posted position may anonymously and confidentially request for a union observer to be present at the interview(s). The President of the Union or his/her designate may sit as an observer at a selection interview and have access to scoring for positions in Blue Ocean Contact Centers. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff by Seniority

In the event of a layoff, employees will be laid off by reverse seniority in the affected classification(s).

13.2 Pre-layoff Canvass

- (a) Prior to the layoff of an employee(s) under Article 13 the Employer will canvass all employees to invite:
- (1) voluntary layoff;
 - (2) placement into a vacant position by seniority; or
 - (3) resignation with severance
- (b) The Employer will advise the Union and employees of the number of positions and classifications likely to be affected by a prospective layoff. The Employer shall advise the Union of the results of the pre-layoff canvass.
- (c) If an employee selects an option it must be confirmed in writing within seven (7) days of such notice. Acceptance is final and binding upon the employee, subject to the agreement of the Employer. Such agreement shall not be unreasonably withheld.

13.3 Notice of Layoff

In the event of a layoff, employees shall be laid off with the following advance notice in reverse order of service seniority.

- (a) Two (2) weeks with less than one (1) years service.
- (b) Three (3) weeks with over one (1) years service and one week for each additional year to a maximum of eight (8) weeks.

13.4 Bumping

- (a) An employee affected by a layoff may bump an employee who has the least service seniority in the same or lower classification in another grouping, provided he/she has the necessary qualifications and ability to fill the position or such employee may exercise the options in accordance with Articles 13.5 and 13.6.
- (b) It is understood that the employee who bumps shall maintain their current rate of pay for the new position.
- (c) The parties agree that a trial period of three (3) months will apply to employees moving into new classification as a result of bumping. If during the trial period the employee is unable to perform the duties of the new position, he will be allowed to choose the options set out in sections 13.5 and 13.6 with recall to the employee's original classification grouping only.

13.5 Severance Pay

Employees who are laid off from regular employment under this article and who do not bump another employee in accordance with section 13.4 above, may elect to receive severance pay in the amount of two (2) weeks for one (1) year of completed service, to a maximum of eight (8) weeks pay for each additional year. Employees electing severance pay must do so in writing to the General Manager prior to the day of their layoff. Employees who elect to receive severance pay under this section shall cease their employment.

13.6 Recall List

(a) Employees who are laid off from regular employment under this article, who do not bump another employee in accordance with section 13.4, shall be placed on the recall list, in seniority order, for a period of up to eight (8) months from the date of their layoff. Employees shall inform the Employer of any change of address and telephone number in order to be recalled to work.

(b) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The recall shall be in writing, by registered mail or courier. Employees must accept recall and inform the Employer of their projected return date for available work within seven (7) calendar days of receipt of the letter. Another employee with less seniority may be temporarily employed until a senior employee reports to work.

(c) If registered mail or courier is refused by the addressee within seven (7) calendar days, without informing the Employer of the reason for his/her absence, the employee will be deemed to have abandoned his/her position. An employee shall be afforded the opportunity within seven (7) days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

13.7 Preference for Laid Off Employees

Employees on the Recall List shall be given preference over new employees when positions are filled.

13.8 Labour Management Meetings

The parties recognize the importance and necessity of meeting regularly to discuss issues relating to the workplace that affect the parties or the employees. On request of either party, the parties shall meet for the purpose of promoting cooperative resolution of workplace issues, to respond to changes in the economy or the business environment affecting the employer's business to foster the development of work-related skills and promote workplace productivity.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The annual hours of work exclusive of meal periods taken but including paid holidays will be two thousand and eighty (2080), which is equivalent to an average of forty (40) hours per week. The two thousand and eighty (2080) annual hours means that full-time work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of two thousand and eighty (2080) hours.

14.2 Work Schedules

(a) The Employer shall determine the hours of operation, the classifications of positions and the numbers of employees required to provide the services.

(b) If an employee reports to work and work is suspended beyond the employee's control, the employee shall be paid a minimum of four (4) hours.

(c) Due to fluctuating call volumes, it may be necessary to reduce the total number of hours worked on a project in a day. In these instances, the Employer shall solicit volunteers who would like to reduce their scheduled daily hours. If there are no volunteers, employees shall be picked by earliest shift start time and in reverse order of seniority.

14.3 Rest Periods

All employees shall have two (2) fifteen (15) - minute rest periods in each shift 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 rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.4 Meal Periods

(a) Meal periods are unpaid and shall not exceed thirty (30) minutes in length and shall be scheduled as closely as possible to the middle of the shift.

(b) If the Employer requests that the employee work through a meal period it shall be considered as time worked and compensated for as per the appropriate overtime article.

(c) An employee must not take his/her meal period at their workstation.

ARTICLE 15 - SHIFT WORK

15.1 Length of Shifts

(a) The length of a full-time employee's regularly scheduled shift shall be eight and one-half (8½) hours, inclusive of rest periods and meal period.

(b) The length of a part-time employee's regularly scheduled shift shall be four (4) hours, inclusive of breaks. However, from time to time, part-time employees' shifts may be extended by the Employer to a regularly scheduled shift of no more than eight and one-half (8½) hours.

15.2 Shift Patterns

(a) Employees will not be required to work for more than six (6) consecutive days.

(b) Where an employee works five (5) or six (6) consecutive days, they will be entitled to two (2) consecutive days of rest.

(c) Shift patterns are to be negotiated by the Labour Management Committee.

15.3 Notice of Work Schedules

(a) Monthly work schedules will be assigned on a seniority basis. Schedules shall be posted for a period of seven (7) days. Employees will bid on the monthly work schedule that is applicable to the project area or classification to which they are assigned. Schedules will be posted at least fourteen (14) days in advance of the first day of the month that the new schedule will take effect.

(b) The Employer shall inform the employee in the event of shift schedule changes with forty-eight (48) hours advance notice.

(c) In the event that an employee's work schedule or shift is changed without forty-eight (48) hours advance notice, the employee shall receive a premium at the applicable overtime rate for work performed on the first changed shift which he/she works.

15.4 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.

15.5 Short Changeover Premium

(a) If shifts are scheduled so that there are not twenty (20) hours between the start of an employee's shift and the start of his/her next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty (20) hour period.

(b) Where an employee exercises seniority rights to work shifts, or volunteers for one which falls within the twenty (20) 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.

15.6 Time Sheets

(a) Each employee shall complete a timesheet at the end of his/her daily scheduled shift.

(b) The employee shall total the number of hours worked during each workweek on the timesheet and submit it to the payroll administrator.

(c) Timesheets shall reflect and identify the time spent on each project task including overtime hours.

15.7 Split Shifts

The Employer shall not schedule split shifts.

ARTICLE 16 - OVERTIME

16.1 Definitions

(a) "*Overtime*" – means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.

(b) "*Straight-time rate*" – means the hourly rate of remuneration.

(c) "*Time and one-half*" – means one and one-half times (1½x) the straight-time rate.

(d) "*Double time*" – means twice the straight-time rate.

(e) "*Double time and one-half*" – means two and one-half times (2½x) the straight-time rate.

16.2 Overtime Compensation

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

(1) time and one-half (1½x) for the first two (2) hours of overtime on a regularly scheduled workday; and

(2) double time (2x) for hours worked in excess of the two (2) hours referred to in (1) above;

(3) double time (2x) for all hours worked on a day of rest after forty-eight (48) hours in a workweek.

- (b) (1) Overtime shall be compensated either in pay or compensatory time off, or a combination of both, as provided in this Agreement.
 - (2) Accumulated overtime shall be paid out at the fiscal year end or on such other date(s) as provided in this Agreement, or upon termination.
 - (3) If the employee elects to take compensatory time off, both the Employer and the employee shall make every reasonable effort to schedule such time off by mutual agreement within sixty (60) days from it being earned.
 - (4) If mutual agreement on the scheduling of compensatory time off cannot be reached within sixty (60) days from it being earned, such unscheduled compensatory time off shall be taken in pay.
- (c) 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.

16.3 Compensatory Time Off

As per Article 16.2(b)(1), employees may elect to take overtime in pay or in compensatory time off or in a combination of both. When an employee elects to take overtime as compensatory time off, such time is taken at straight-time rates.

For example, if an employee works eight (8) hours overtime at double time rate and elects to take the overtime as compensatory time off, the employee will be credited with sixteen (16) hours of compensatory time off at the straight-time rate.

16.4 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when:

- (a) the overtime worked is authorized in advance by the Employer; or
- (b) the employee does not control the duration of the overtime worked.

16.5 Sharing of Overtime

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

16.6 No Layoff to Compensate for Overtime

Employees shall not have their regularly scheduled hours reduced as a result of working overtime.

16.7 Overtime for Part-time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her 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 employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her 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 employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.8 Right to Refuse Overtime

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

16.9 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to twelve (12) clear hours between the end of the overtime work and the start of his/her next regular shift. If twelve (12) 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**

The following have been designated as paid holidays:

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

17.2 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. If an employee is required to work on a holiday which falls on his/her day of rest, the employee shall be compensated at double time and shall be entitled to a day off with pay in lieu.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at double time rate.
- (c) Employees who have exchanged shifts as per Article 15.3 would not be paid in accordance with this article.

17.3 Holiday Falling on a Scheduled Workday

- (a) An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of one and one-half times (1½x) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time (2x) for hours worked, plus a day off in lieu of the holiday.
- (b) Lieu days accruing from statutory or designated holidays shall be taken at a time mutually agreed between the Employer and the employee concerned.

17.4 Scheduling of Lieu Days

Lieu days shall be taken at a time mutually agreed between the Employer and employee concerned. Lieu days not taken during the calendar year shall be paid out at the fiscal year end and will be paid at the employee's regular rate of pay.

17.5 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.

17.6 Paid Holiday Pay

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

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 Floating Days

- (a) All full-time employees, and permanent part-time employees who have completed five (5) months service, excluding seasonal employees, shall be granted four (4) unrestricted floating days per calendar year.
- (b) Floating days shall be earned at a rate of two (2) day for each six (6) months worked for the periods January 1 to June 30 and July 1 to December 31.
- (c) Employees who become eligible between the beginning and the end of a six (6) month term will be given credit for the full term. Employees who complete only a part of a six (6) month term due to termination of employment, leave, or some other reason, shall be required to reimburse the Employer for payment received. Recovery of payment may be deducted from the Employee's final paycheck.
- (d) Unrestricted floating days will be arranged by mutual agreement between the Employer and the employee.
- (e) Unrestricted floating days not taken during the calendar year shall be paid out at the fiscal year end and will be paid at the employee's regular rate of pay.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions:*

"*Vacation year*" – for the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"*First vacation year*" – the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular full-time employee who has received at least ten (10) days pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

| Vacation Years | Workdays |
|-----------------------|-----------------|
| First | 10 |
| Fourth & up..... | 15 |

(c) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

18.2 Vacation Earnings for Partial Years

(a) During the first partial year of service a new employee will earn vacation at the rate of four percent (4%) for each month.

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a calendar-year basis.
- (b) During the first six (6) months of continuous employment an employee may, subject to the Employer's agreement, take vacation leave, which has been earned.
- (c) The Employer shall canvass employees for their annual vacation preferences by January 1st of each year. Vacation schedules shall be approved by the Employer in order of seniority. Vacation schedules shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.4 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) workdays preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the pay stub forwarded to a mailing address supplied by the employee in writing.

18.5 Approved Leave of Absence Without Pay During Vacation

When an employee is in receipt of the Employment Insurance Benefits in accordance with Clauses 20.1, 20.2, 20.4 and 20.7 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.6 Vacation Carry-over

- (a) An employee may carry over up to five days' vacation leave per vacation year except that such vacation carry over shall not exceed ten (10) days at any time. An employee shall not receive cash in lieu of vacation time except upon termination or resignation.
- (b) A single vacation period which overlaps the end of a calendar year (December 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st shall not be considered as vacation carry-over, or as a seniority choice for the subsequent vacation year.

18.7 Call Back From Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

18.8 Vacation Credits Upon Death

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

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 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 his/her regular rate of pay, from the date of death to or including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined, but not limited to, an employee's parent, (step-parent), (foster parent), spouse/partner, child, (legal step-child), (grandchild), brother, sister, father-in-law, mother-in-law, (son-in-law, daughter-in-law, legal guardian, and legal ward) and 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 grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one 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 provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

19.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:
- (1) marriage of the employee.....three (3) days;
 - (2) birth or adoption of the employee's child..... five (5) days;
 - (3) in the case of serious illness or hospitalization of a member of the immediate family of the employee, when no one other than the employee can provide for the needs of the family member, and, after notifying his/her supervisor one (1) day;
- (b) Two (2) weeks' notice is required for leave under (a)(1).
- (c) For the purpose of (a), leave with pay will be only for the workday on which the situation occurs.

19.3 Full-time Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
- (b) for employees elected to a public office for a maximum period of five (5) years.

19.4 Leave for Court Appearance

The Employer shall grant one (1) day paid leave to employees who serve as jurors or witnesses who have proof he/she has been subpoenaed in a court action/appearance, provided such court action/appearance is not occasioned by the employee's private affairs.

19.5 General Leave

The Employer may grant a leave of absence without pay to an employee requesting leave for any circumstances. Approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

19.6 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

19.7 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks notice is required for leave under this provision. Employees granted leave under this provision may utilize or reschedule unused overtime bank, vacation or lieu days.

19.8 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 pay.

ARTICLE 20 - PARENTAL AND FAMILY LEAVE

20.1 Pregnancy Leave

A birth mother is entitled to up to seventeen (17) weeks unpaid pregnancy leave plus a further thirty-five (35) weeks unpaid parental leave. A birth mother who does not take pregnancy leave can take up to thirty seven (37) weeks unpaid parental 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. Four (4) weeks written notice is required prior to taking the pregnancy leave.

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.

20.2 Parental/Adoption Leave

- (a) Birth fathers and adoptive parents can take up to thirty-seven (37) weeks of unpaid parental leave.
- (b) Parental leave can be taken any time within one (1) year of the birth or adoption but must all be taken off at once. Four (4) weeks written notice is required prior to taking the leave.

20.3 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.

20.4 Extension of Leaves

Employees who are entitled to leave pursuant to Articles 20.1 and 20.2 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken pursuant to Article 20.1 and 20.2.

20.5 Benefits Continuation

For leaves taken pursuant to Articles 20.1, 20.2 and 20.4 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

20.6 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 20.1, 20.2, or 20.4 commenced unless he/she advised the Employer of his/her intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 20 - Maternity, Parental and Adoption Leave or if he/she does not return to work after having given such advice.

20.7 Entitlements Upon Return to Work

- (a) Notwithstanding Articles 18.1(b) and 18.6, vacation entitlements shall continue to accrue while an employee is on leave pursuant to Articles 20.1 or 20.2 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.6.
- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or adoption leave.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

21.1 Safety Committee

The Committee is designed to provide for employee input and to assist management in the promotion and maintenance of a Health and Safety Program.

- (a) A Joint Management-Employee Health and Safety Committee made up as follows:
 - (1) Two (2) management representatives
 - (2) Two (2) employee representatives

Either party may appoint an alternate in the absence of a designated representative.

(b) The Committee shall meet formally every month to review the health and safety record of the office, recommend corrective measures of unsafe conditions and practices and to promote cooperative interest in the safety of the workforce.

(c) The proceedings of the Committee shall be recorded in formal minutes which shall be posted on the bulletin board. Copies of the monthly minutes are to be filed with the Workers' Compensation Board in accordance with Provincial Legislation and sent to the union office.

21.2 Unsafe Work Conditions

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. Employees are to report any unsafe equipment or unsafe conditions to the Employer.

21.3 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 Level of certificate which they hold:

Twenty cents (20¢) premium per hour – all level of certificates.

21.4 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 his/her shift.

21.5 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

21.6 WCB Regulations

The Employer shall comply with all provisions of the *Worker's Compensation Act* and Regulations. The parties agree that any workplace issues will be addressed at the Occupational Health and Safety Committee level.

21.7 Strain Injury Prevention

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illnesses that are work related.

(b) The 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 workstations;
- (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). Such advice will be sought from resources that will, where appropriate, include an occupational health and safety committee member or designated safety representative and Workers' Compensation Board.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Technological Changes

The parties agree to apply Section 53 and 54 of the *Labour Relations Code* in cases of technological change.

ARTICLE 23 - SEASONAL EMPLOYEES

23.1 Eligibility for Postings

Seasonal employees, as defined in Article 11.1 – Status and Seniority, shall be eligible for job postings.

23.2 Seniority, Benefits and Wages

(a) Seasonal employees who are recalled within eight (8) months of layoff shall retain their service seniority.

(b) Seasonal employees who have reached five (5) months of service seniority shall be entitled to basic and extended health benefits as per Article 26 – Health and Welfare. Such employees will have their benefits immediately reinstated upon recall.

(c) Seasonal employees who have worked six hundred (600) hours in a fifty-two (52) week period shall be entitled to the (unpaid) leaves outlined in Articles:

- (1) 20.1 – Pregnancy Leave
- (2) 20.2 – Parental/Adoption Leave
- (3) 20.3 – Family Responsibility Leave

(d) Seasonal employees with less than two thousand and eighty (2080) hours of service seniority shall be paid at the Seasonal rate outlined in Appendix A – Wages.

(e) Seasonal employees who have reached two thousand and eighty (2080) hours of service seniority shall be converted to regular status and paid at the applicable rate.

23.3 Layoffs

(a) The Employer will notify the Union of any seasonal layoffs [i.e. those Seasonal employees whose contract has not been extended pursuant to Article 11.1 – Status and Seniority (b)(1)].

(b) Seasonal employees shall be entitled to layoff notification pursuant to the *Employment Standards Act*.

23.4 Exemptions

(a) Seasonal employees shall not be covered by the following articles or clauses unless explicitly included in a part of that article or clause:

- (1) Article 13.3 – Notice of Layoff
- (2) Article 13.5 – Severance Pay

- (3) Article 17.8 – Floating Days
- (4) Article 18 – Annual Vacations (except for Article 18.2 – Vacation Earnings for Partial Years)

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

- (a) Upon ratification, all employees who have completed five (5) months employment, with a minimum of twenty (20) regularly scheduled hours per week, may elect to be covered by the British Columbia Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the premium for single coverage.
- (b) If an employee elects not to be covered by British Columbia Medical Service Plan, the Employer will pay the employee at the applicable rate in lieu.
- (c) The Employer will also pay one hundred percent (100%) of the monthly British Columbia Medical Services Plan premium for an employee's family of two (2) or more (as defined by Health Insurance BC), on the condition that such coverage is not obtainable, by the employee or the employee's family, by means of other employment.

25.2 Medical Examination

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

25.3 Extended Health & Dental Plan

The Employer shall pay seventy percent (70%) of the monthly premium for regular employees to be covered under mutually acceptable Extended Health and Dental plans.

Entitlement to such coverage will be the same as under Article 25.1(a) – Basic Medical Insurance.

25.4 Health and Welfare Plans

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union or his/her designate.
- (b) The Employer will consult the Union before developing any brochure explaining the highlights of the plans for distribution to employees.
- (c) The cost of such a brochure shall be borne by the Employer.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**26.1 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.

(1) 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.

(2) 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.

(3) The Employer shall issue the statement of pay on the last working day prior to the payday.

(4) If through no fault of the employee, 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 his/her salary.

26.2 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement.

(b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

(c) All rates of pay for all employees listed are in Appendix B.

26.3 Salary Protection

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

26.4 Substitution Pay

An employee will be granted substitution pay where the employee is designated to perform the principal duties of or temporarily substitute in a higher paying position.

26.5 Employee Assistance Program

(a) An Employee Assistance Program will be provided for all employees as provided in Blue Ocean Contact Center Policies and Procedures.

(b) This program shall be a confidential referral service.

ARTICLE 27 - GENERAL CONDITIONS**27.1 Copies of Agreements**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, sufficient copies of the Agreement will be

printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties.

- (a) The Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for fifty percent (50%) of the distribution costs.
- (b) All Agreements shall be printed in a union shop and shall bear a recognized union label.

27.2 Electronic Monitoring

- (a) Monitoring equipment may be used to protect the safety of employees, clients and persons involved with the Employer or to protect the assets or property of the Employer.
 - (1) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.
 - (2) Such equipment will not be installed without prior notification to the Union.

ARTICLE 28 - LIMITED CONTRACT EMPLOYMENT

28.1 Limited Contract Employment

In extraordinary or emergency situations the Employer may hire a temporary employee for a period of up to thirty (30) calendar days. If the person works more than twenty-nine (29) days of contract work, or upon hiring there is known to be more than thirty (30) days of work, the person will be a part-time worker. There will be no renewal of such contract.

ARTICLE 29 - TERM OF AGREEMENT

29.1 Duration

This Agreement shall be binding and remain in effect to midnight December 31, 2008.

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 August 31, 2008, but in any event not later than midnight, September 30, 2008.
- (b) Where no notice is given by either party prior to September 30, 2008, both parties shall be deemed to have given notice under this clause on September 30, 2008, and thereupon Clause 29.3 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 President of Blue Ocean Contact Centers.

29.3 Commencement of Bargaining

Where a party to this Agreement has given notice under this Clause 29.3, the parties shall within fourteen (14) days after the notice was given, commence collective bargaining.

29.4 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.

29.5 Agreement to Continue in Force

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

29.6 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Don Mills, Chief Executive Officer

Reggie Gill, Bargaining Committee Chair

Andrew O'Brien, Vice President Operations

Nicolas Kirby, Staff Representative

Elizabeth Currie, CFO

Gaelan Rescigno, General Manager

Signed this _____ day of _____, 2007.

APPENDIX A – WAGES
Classifications and Rates of Pay

| Rates of Pay | January 1, 2007 | January 1, 2008 |
|------------------------------|------------------------|------------------------|
| Supervisor Trainers | 15.00 | 15.45 |
| Customer Service | 13.21 | 13.61 |
| Telephone Representative | 12.24 | 12.61 |
| Seasonal Less than 1 year | 10.90 | 10.90 |

Language Classifications

Individuals hired with French language skills or other language skills as identified by the Employer will be paid an additional fifty cents (50¢) per hour.

Note: Training Coordinators shall be paid an additional \$1.00 per hour for training hours.

APPENDIX B

The following are listed as arbitrators under Article 9.

Judi Korbin

Rod Germaine

Marguerite Jackson

David McPhillips

Allan Hope

Glen Sigurdson

The parties may mutually agree to other arbitrators that are not appended.

LETTER OF UNDERSTANDING #1

RE: JOB DESCRIPTIONS

- (a) The Employer shall provide an up to date job description consistent with the assigned duties to all employees on or before February 28, 2005.
- (b) The employee and their Project Manager will review the job description and identify, in writing, any areas where the job description is not consistent with the assigned duties.
- (c) If there are any discrepancies, the employee, Project Manager and union designate will schedule a meeting within seven (7) calendar days to discuss the job description.
- (d) Mutual agreement shall be reached by the parties within thirty (30) days of the meeting as per (c) above to confirm an updated job description.
- (e) No employee shall have his/her wages reduced because of any changes to the job description.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Don Mills, Chief Executive Officer

Reggie Gill, Bargaining Committee Chair

Andrew O'Brien, Vice President Operations

Nicolas Kirby, Staff Representative

Elizabeth Currie, CFO

Gaelan Rescigno, General Manager

Signed this _____ day of _____, 2007.