

COLLECTIVE AGREEMENT

between the

BC MILK MARKETING BOARD

and the

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

Effective from August 1, 2007 to July 31, 2010

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DEFINITIONS

For the purpose of this Agreement:

"*Classification seniority*", except as otherwise provided, means a regular employee's length of service in his/her present classification within the department and work location to which he/she is normally assigned.

"*Common-law spouse*" includes opposite sex and same sex individuals where the employee has signed a statutory declaration that he/she has been living in a common-law relationship or has been co-habiting for at least twelve (12) months.

"*Continuous employment*" and "*continuous service*" mean uninterrupted employment with the Employer and its predecessors, subject to the provisions of Article 11.3.

"*Day*" means a twenty-four (24) hour period commencing at 00:01 hours.

"*Day of rest*" in relation to an employee, means a day other than a statutory holiday on which an employee is not ordinarily required to work. This does not include employees on leave of absence, nor part-time employees working less than full-time hours per week.

"*Demotion*" means a change from an employee's position to one with a lower maximum salary.

"*Double-time*" means twice the straight-time rate.

"*Employee*" means a member of the bargaining unit and includes:

(a) "*Regular employees*" refers to those employees who are engaged on a full-time or a part-time basis for year-round employment.

(1) "*Full-time employees*" are employees who perform work on an established schedule in accordance with the schedule of hours in Article 13.1.

(2) "*Part-time employees*" are employees who perform work on an established schedule but work less hours than those scheduled in Article 13.1.

(b) "*Casual employees*" are employees who are employed for work which is not a continuous nature.

"*Employer*" means the BC Milk Marketing Board.

"*Holiday*" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

"*Hourly Rate*" of pay for all employees shall be in accordance with the classifications as contained in Appendix A.

"*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, and where work should become available, employees shall be recalled in accordance with Article 12.

"*Leave of absence with pay*" means to be absent from duty with permission and with pay.

"*Leave of absence without pay*" means to be absent from duty with permission but without pay.

"*Overtime*" means work authorized by the Employer and performed by an employee in excess of full-time regular hours as contained in Article 13.1 of this Agreement.

"*Pay*" means hourly rate of compensation for the job.

"*Promotion*" means a change from an employee's position to one with a higher maximum salary.

"*Service Seniority*", except as otherwise provided, means an employee's service with the Employer. Regular employees shall be credited with service seniority equivalent to their length of service with the Employer prior to the signing of this Agreement. Service seniority for part-time employees shall be prorated to that of full-time employees.

"*Service Unit*" means the specific classification grouping in which an employee performs his/her duties.

"*Spouse*" includes husband, wife and common-law spouse.

"*Straight-time rate*" means the hourly rate of remuneration.

"*Technological change*" means:

- (a) the introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business;
- (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees; or
- (c) equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this article.

Technological change shall not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or seasonal interruptions of work.

"*Term certain workers*" are individuals hired for a specific period of time, normally to perform a specific task or due to short-term absences. No term certain worker shall be engaged for more than thirty (30) calendar days in any calendar year and no combination of term certain workers shall be engaged for more than sixty (60) calendar days in any calendar year except where a longer period is agreed to by the Union. Term certain workers are not covered by the provisions of this agreement.

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

"*Union*" means the B.C. Government and Service Employees' Union.

"*Week*" means a period of seven (7) consecutive days.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

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

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 Use of Terms

Excepting the provisions for maternity leave, where the feminine or singular is used in this Agreement, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

1.5 Human Rights Code

The parties hereto hereby agree to abide by the requirements of the *Human Rights Act of British Columbia* so far as it is applicable to them.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees employed by the Employer except those excluded by mutual agreement of the parties or by the applicable industrial relations authority holding legal jurisdiction in the matter.

(b) The parties agree that the positions set out in Appendix C are excluded.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all persons employed in the bargaining unit defined by the certification issued by the BC Labour Relations Board.

Where new positions not presently covered by this Collective Agreement are established by the Employer, the parties to this Agreement shall meet at least thirty (30) days prior to the implementation of such new position in an attempt to reach agreement as to the inclusion or exclusion of the new position from the bargaining unit. Should the parties fail to resolve any questions, the matter will be referred to the appropriate industrial relations authority having legal jurisdiction thereof for final determination.

2.3 Correspondence

Correspondence sent from either of the parties to the other shall, in the case of the Employer to the Union, be sent to the President of the Union or designate, and the Union shall send all correspondence to the General Manager.

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or verbal 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 reasons of membership or lawful activity in the Union.

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select one (1) steward and one (1) alternate.
- (b) The Union agrees to provide the Employer with the name of the employee designated as steward. A steward, or his/her alternate, shall obtain the permission of the immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) attending meetings at the request of the Employer.

2.7 Bulletin Boards

- (a) The Employer agrees to the posting by the Union of announcements regarding elections, meetings, and internal affairs of the Union.

Any other information will require prior approval from the Union and the Employer before posting.

- (b) The Employer agrees to furnish bulletin board space for the exclusive use of the Union for the posting of the above notices in mutually agreed locations.
- (c) A union member shall have the right to wear or display the recognized insignia of the Union.

2.8 Time Off for Union Business

- (a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) subject to operational requirements, for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (4) to employees called by the Union to appear as witnesses before an Arbitration Board or any other Labour Relations body; or

- (5) to one (1) employee who is a representative of the Union on the bargaining committee to carry on negotiations with the Employer.
- (b) It is understood that employees granted leave of absence pursuant to this article be granted such leave without pay. To facilitate the administration of this article, when the above leaves are granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article shall include sufficient travel time, where necessary.
- (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 two (2) years and shall be renewed upon request;
 - (3) for an employee elected to any body to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to cross or refuse to cross a legal picket line arising out of a dispute as defined in the *Labour Relations Code of British Columbia*. Failure to cross a picket line as described above while carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

Employees encountering a picket line in the course of their duties shall forthwith contact the office of the General Manager.

2.10 Emergency Services

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on April 1, 1990 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of signing of this Agreement shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) continuous days of employment.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the biweekly 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 monthly dues payable to the Union by a member of the Union.
- (b) Deductions shall be made biweekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(c) 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 of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

(d) Before the Employer is obliged to deduct any amount under Section (a) or (b) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. 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. Upon receipt of such notice, such changed amount shall be the amount deducted.

(e) The Employer shall record on each employee's income tax T4 slip the amount of Union dues deductions paid to the Union by the employee in the previous year.

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

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in force and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward, and the steward will be advised of the name and location of the new employees.

ARTICLE 6 - EMPLOYER'S RIGHTS

Except as specifically restricted, abridged or modified by this Agreement, the Union recognizes the sole right of the Employer to operate and manage its affairs in all respects in accordance with its commitments and responsibilities. It is understood and agreed that the Employer, in order that it maintain appropriate staffing levels (numbers and/or qualifications) at its various operating locations, may assign and/or transfer employees from one operating location to another as operational requirements dictate.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

The Union shall supply the Employer with the names of its officers with whom the Employer may be required to transact business 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. No employees or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

7.2 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of one (1) member 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

The Employer agrees that access to its premises during regular working hours will be granted to members of the staff of the Union when dealing or negotiating with the Employer. Union staff members may also be granted permission to attend or have access to the premises during the same hours for other

reasons (including the investigation of and/or the assisting in the settlement of a grievance) providing where possible a request in writing has been received by the General Manager at least three (3) working days prior to the attendance date requested and further providing that there shall be no intervention or interference with the operations of the Employer as a result of such attendance by the union staff member.

7.4 Joint Labour/Management Committee

The Labour/Management Committee shall be composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two (2) union representatives and two (2) employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

The two (2) union representatives shall be elected every two (2) years from members of the bargaining unit. Except as otherwise provided in this Agreement, if the Joint Committee is unable to reach agreement on any issue referred to it under Article 7.4 of this Agreement, the issue under dispute shall be submitted to the Bargaining Principals who shall meet within thirty (30) days to attempt to resolve the dispute.

7.5 Meetings of Committee

The Committee shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for the time spent on this committee.

7.6 Chairperson of Committee

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

7.7 Responsibilities of Committee

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

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

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (b) correcting conditions causing grievances and misunderstanding;
- (c) investigating policies, procedures and various benefits questions which may premise mutual goals in future sets of collective bargaining, such as Employee Assistance Program and Occupational Health and Safety.

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 any employee bound by this Agreement.

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

8.2 Step 1

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

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, must do so not later than fourteen (14) days after the date:

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

8.4 Step 2

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

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within ten (10) calendar days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union, or his/her designate, may present a grievance at Step 3:

- (a) within ten (10) calendar days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2;
- (b) within ten (10) calendar days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within ten (10) calendar days of receipt of the grievance at Step 3.

8.8 Failure to Act

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

8.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, either party may refer the dispute to arbitration by so informing the other in writing within thirty (30) calendar days following the Employer's response in Step 3.

8.10 Amending of 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. Where a grievance or a reply is presented by mail it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.

8.11 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may commence at Step 3 of the grievance procedure within twenty-one (21) calendar days of the date on which the dismissal occurred, or within twenty-one (21) calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within twenty-one (21) calendar days of the date on which the suspension occurred, or within twenty-one (21) calendar days of the employee receiving notice of suspension.

8.12 Deviation from Grievance Procedure

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

8.13 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated simply 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 technical amendments to the grievance itself. The term "*technical error*" shall be restricted to errors in typing, improper or incorrect reference to articles or facts as stated on the written grievance form.

8.14 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

8.15 Optional Grievance Investigation Procedure

(a) *Purpose and Scope*

Recognizing that there are times and circumstances in which it may be advantageous to seek third party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure.

(b) *Optional Grievance Investigation Procedure*

The following may only be invoked by mutual agreement of the parties in writing:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator, pursuant to Appendix B, or a substitute agreed to by the parties, shall, at the request of either party:

- (1) investigate the difference;
- (2) define the issue in the difference;
- (3) make written recommendations to resolve the difference within seven (7) days of the date of receipt of the request, and, for those seven (7) days from that date, time does not run in respect of the grievance procedure.

On application from one of the parties, the Minister of Finance, on the Minister's requisition, shall pay one-third ($\frac{1}{3}$) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the Arbitrator named.

(c) Where this article rather than arbitration has been implemented the decision shall be final, binding and enforceable on all parties. Each of the parties shall be separately responsible for all other costs incurred by each of them in relation to any preparation and presentation of the respective cases and submissions to the investigator.

(d) *Option Choice and Timing*

Either party may choose to submit a request to implement the investigation procedure, provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision to so request within seven (7) days of the receipt of the reply at the second step of the grievance procedure. Such notification must be in writing.

The party receiving the notification may refuse to accept the investigation procedure, in which case the provisions of Article 9.1 are then applicable and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing.

ARTICLE 9 - ARBITRATION

9.1 Notification

Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within thirty (30) days of the receipt of the reply at the third step, of its submission of the difference to arbitration.

9.2 Assignment of Single Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, an arbitrator pursuant to Appendix B or a substitute shall be chosen by the parties.
- (b) The parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.
- (c) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

9.3 Board Procedure

The Arbitrator may determine his/her own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall make every effort to render a decision within sixty (60) days of his/her first meeting.

9.4 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which he/she deems appropriate. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

9.5 Expenses of Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

9.6 Amending Time Limits

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Procedure

In the event that the Employer initiates disciplinary action against an employee who has successfully completed his/her initial probationary period and such action results in his/her suspension or discharge, the procedure outlined herein shall be followed.

10.2 Dismissal and Suspension

The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend an employee who has successfully completed their initial probationary period, for just cause. When such employee is dismissed or suspended, he/she shall be given the reason in writing, in the presence of his/her

steward, providing that this does not result in an undue delay of the appropriate action being taken. The President of the Union shall be advised, within five (5) working days, in writing, by the Employer of the reasons for such dismissal or suspension.

10.3 Burden of Proof

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

10.4 Right to Grieve Other Disciplinary Action

An employee shall be given a copy of any 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 file. The Employer further 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, except management notes concerning the above-referenced documents.

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. Upon request, the employee will be given until the next working day to read and review the appraisal.
- (b) The appraisal form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) An employee shall, upon request, receive a copy of the employee appraisal at time of signing.
- (d) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

10.6 Personnel File

An employee, in attendance with the President of the Union or his/her designate, shall be entitled to review an employee's personnel file, in the presence of a designated management representative, in order to facilitate the Investigation of a formal grievance. The employee or the President, as the case may be, shall give the Employer two (2) working days notice prior to having access to such information.

10.7 Right to Have Union Representative 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 article 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 Probation for Newly Hired Employees

The Employer may reject a probationary employee for cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 10.2 of this Agreement. The test of cause shall be a test of overall suitability of the probationary employee for continued employment in a position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. The probationary period for line staff shall be three (3) months and six (6) months for supervisory positions.

Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure outlined in Article 8 of this Agreement commencing at Step 2.

ARTICLE 11 - SENIORITY

11.1 Seniority Date

- (a) When two (2) or more employees have the same service seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.
- (b) Regular part-time employees shall be granted service and classification seniority on a pro rata basis to full-time.

11.2 Seniority List

The Employer shall maintain a service seniority list showing the date each regular employee commenced employment with the Employer and total hours worked for regular part-time employees.

A separate seniority list shall be maintained for casual/relief employees, in order of total hours worked. This casual/relief seniority list shall only be used to determine eligibility for available casual or relief work for which they are qualified and normally employed or to determine preference over outside applicants to vacant regular positions which may come available from time to time and for which they qualify.

11.3 Loss of Seniority

A regular employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days duration, except during absences where the employee is being compensated by the Workers' Compensation Board. An employee shall be deemed to no longer be employed and shall lose all seniority only in the event that:

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment or abandons his/her position;
- (c) he/she is on layoff for more than one (1) year;
- (d) he/she fails to return to work within seven (7) days following a call to return from layoff unless circumstances clearly beyond the employee's control prevents a return to work. Notice herein shall be by registered mail or courier to the employee's last known address and be deemed to have been delivered on the date two (2) days following the date the letter was registered or signed out for delivery;
- (e) he/she becomes a casual employee.

11.4 Abandonment of Position

No employee may be absent without leave and/or without properly notifying the Employer of impending absence, but in any case, an employee who is absent without leave and fails to show sufficient cause for the absence within ten (10) working days following the initial day of absence and remains absent without leave shall be deemed 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 informing the Employer.

11.5 Re-employment

An employee who resigns his/her position and, within sixty (60) days, is re-employed as an employee, shall be granted a leave of absence without pay covering those days absent and shall retain all, effective the date of re-employment, provisions and rights in relation to seniority and other fringe benefits.

11.6 Bridging of Service

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

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

ARTICLE 12 - LAYOFFS AND RECALLS

12.1 Layoff

- (a) In the event of a layoff, employees shall be laid off by classification in the reverse order of their service seniority within the classification groupings listed below. Casual/relief employees shall be laid off before regular employees. An employee affected by a layoff may bump an employee who has less service seniority, provided he/she has the necessary qualifications and ability to fill the position, and that the change would not constitute a promotion.
- (b) It is understood that the employee who bumps shall receive the rate of pay for the new position.
- (c) The parties agree that the trial period in Article 10.8 will apply to employees moving into a new classification grouping as a result of bumping.
- (d) Classification groupings and the seniority listings within those groupings are:
 - Receptionist
 - Quota Officer
 - Communications Officer
 - Finance Officer
 - Policy Analyst

- Transportation Coordinator
- Milk Pay Officer

(e) Separate seniority lists within a classification grouping shall be maintained for the purpose of limiting disruptions and to clarify the bumping procedure. An employee may only bump downward on the seniority list in his/her classification grouping.

(f) Bumping across classification groupings shall not be permitted unless the laid off employee has successfully completed probation in a previously held position in a different classification grouping providing they continue to hold the qualifications and ability to satisfactorily perform the function.

12.2 Recall

Employees shall be recalled in order of their service seniority within a classification grouping listed in 12.1(d) provided a position to which they are recalled does not constitute a promotion and provided they are qualified to perform the duties of the position for which they are recalled.

12.3 Advance Notice

Notice of layoff shall be in writing and a copy shall be forwarded to the union. regular employees with less than three (3) years of service seniority shall be given notice twenty (20) workdays prior to the effective date of layoff. Employees with three (3) or more years of service seniority shall be given notice at least thirty (30) workdays prior to the effective date of layoff. The employee shall be paid in lieu of work for any regularly scheduled workdays during the notice period for which work was not made available.

12.4 Severance Pay

Employees who have received notice of layoff in accordance with Article 12.3 above will have the option to choose severance pay in amounts under the conditions as follows:

- (a) a regular employee who has completed one (1) year of continuous service will receive three (3) weeks' pay;
- (b) a regular employee who has completed three (3) years of continuous service will receive one (1) week's pay for each subsequent completed year of service to a maximum of sixteen (16) weeks' pay;
- (c) an employee choosing severance pay must do so in writing at least two (2) days prior to the actual date of layoff;
- (d) once an employee has chosen severance pay he/she will be removed from the recall list and will be deemed to have resigned from his/her position;
- (e) severance pay will be prorated for part-time service;
- (f) severance pay will be paid for and during the week following the employee's written request.

ARTICLE 13 - HOURS OF WORK

13.1 Hours of Work

The hours of work for all employees shall be:

- (a) Seven and one-half (7½) hours per day with every third Friday or Monday off.
- (b) Monday to Friday - subject to management approval, the employees shall opt to choose their start and finish times, as long as the hours are scheduled between 8:00 a.m. and 5:00 p.m.

13.2 Meal Periods

- (a) Meal periods shall be scheduled as closely as possible to the middle of the workday. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) Where the Employer determines that the meal periods cannot be taken away from the workstation, such meal periods shall be considered as time worked, and included in the work schedule.
- (c) All employees shall have two (2) fifteen (15) minute rest periods in each workday in excess of six (6) hours. Employees working four (4) hours, but less than six (6) hours shall receive one (1) rest period.

13.3 Exchange of Lieu Days

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

ARTICLE 14 - OVERTIME

14.1 Overtime Entitlement

- (a) A full-time employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily hours; or
 - (2) the agreed averaging period.
- (b) Overtime entitlement shall be calculated in fifteen (15) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

14.2 Recording of Overtime

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

14.3 Sharing of Overtime

Overtime work shall be allocated by classification.

14.4 Overtime Compensation

- (a) Overtime shall be compensated in cash or time off or a combination of both as follows:
 - (1) time and one-half (1½x) for the first two (2) hours in excess of the regular full-time hours as contained in Appendix A of this Agreement;
 - (2) double-time (2x) for hours worked in excess of the two (2) hours as determined in (1) above, and;
 - (3) double-time (2x) for all hours worked on a day of rest.
- (b) The employee shall, by mutual agreement with the Employer, schedule compensating time off in lieu of being paid within sixty (60) days of overtime earned. If such time cannot, for operational reasons, be scheduled within sixty (60) days, the employee will be paid for the overtime worked.
- (c) Provisions of this article do not apply to travel time which is to be compensated at straight-time rate.

14.5 Overtime Meal Allowance

- (a) An employee who is required to work a minimum of two and one-half (2½) hours overtime before or after his/her scheduled full-time shift shall be provided with a meal or shall be reimbursed in an amount of twelve dollars (\$12).
- (b) An employee shall be entitled to take his/her overtime meal period away from the workstation. Where the Employer determines that this cannot be done, the meal period shall be considered time worked and compensated for at applicable overtime rates.
- (c) This section does not apply to an employee who is away from their normal work location on employer business and who would normally be entitled to claim expenses in accordance with employer policy.

14.6 Right to Refuse Overtime

Employees shall have the right to refuse to work overtime, except when required to do so in emergency situations. In non-emergent situations, where all qualified employees exercise the above right, the Employer may require the least senior qualified employee to perform such overtime work. Employees exercising the right to refuse such overtime work shall not be subject to disciplinary action for so refusing.

14.7 Callout Provisions

An employee who is called back to work outside of regular working hours shall be compensated at overtime rates with a minimum payment of three (3) hours at straight-time rates.

14.8 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 working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day 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.

ARTICLE 15 - HOLIDAYS**15.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

and any other day proclaimed as a statutory holiday by the federal or provincial governments.

15.2 Holidays Falling on Saturday or Sunday

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

15.3 Holiday Falling on a Day of Rest

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

This article will apply to permanent part-time employees who have worked the day before and the day after the above-noted paid holidays, or who have worked at least fifteen (15) of the previous thirty (30) working days, or who have worked the equivalent of a full-time workweek immediately prior to the day on which the statutory holiday falls. Subject to the preceding qualifications, holiday pay entitlement will be calculated as the average shift worked in the previous thirty (30) working days.

15.4 Holiday Coinciding With a Day of Vacation

Where an employee is on vacation leave and a statutory holiday to which he/she is entitled falls within that period, an additional day of vacation shall be granted in lieu thereof.

15.5 Paid Holiday Pay

Payment for holidays will be made at an employee's regular basic pay, except if an employee has been working in a higher paid position for a majority of the sixty (60) working days preceding the holiday and is scheduled to work at the higher paid position on the immediate working day following such statutory holiday, he/she shall receive pay at the higher rate for the holiday.

15.6 Holiday Falling on a Regular Workday

A regular employee who works on a designated holiday which is a scheduled workday shall be credited with one and one-half (1½) hours for each hour worked on the holiday. Such credited hours shall be taken as time off in lieu and shall be in addition to regular pay for the holiday in accordance with Article 15.5 of this Agreement. Time off in lieu shall be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

ARTICLE 16 - ANNUAL VACATIONS

16.1 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 to third.....	15
Fourth to Eighth.....	20
Nine and thereafter.....	25

16.2 Vacation Credits Upon Death or Termination

Earned but unused vacation entitlement shall be made payable to the employee's estate in the case of death, and to the employee in the case of termination.

16.3 Vacation Carry Over

Although employees are generally expected to take their full vacation entitlements prior to March 31st following the year in which it was earned, employees, for good and sufficient cause, may be granted approval to bank one (1) week of vacation to be taken in conjunction with the next following year's vacation entitlement. Approval must be received in writing prior to any banking.

16.4 Vacation Preference

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within each service unit.
- (b) An employee shall be entitled to receive vacation in an unbroken period. If an employee requests that his/her entitlement be granted in more than one continuous period, such additional periods may not normally be less than one (1) week in duration. Such employee shall use his/her seniority rights for only one such period in the vacation year.
- (c) Regular vacation entitlement shall have priority over banked vacation time granted under Article 16.4.

16.5 Prime Time Vacation Period

Employees may schedule vacation any time during the fiscal year, subject to operational requirements, however all employees shall be allowed to take vacation during the prime vacation period of April 15th to October 15th inclusive.

16.6 Vacation Schedule Changes

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

16.7 Approved Leave of Absence With Pay During Vacations

When an employee is qualified for sick leave and is hospitalized, confined to quarters at the direction of a recognized physician, or subsequently debilitated so as to effectively eliminate the possibility from benefitting from all or a portion of his/her vacation as a result of illness or injury, and such hospitalization, confinement or debilitation exceeds five (5) consecutive days, an employee shall, upon return to work from vacation, subject to written confirmation signed by the above-referenced physician, be credited with any vacation time displaced by the sick leave as defined above. The period of vacation so displaced shall be taken at a mutually agreeable 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.

16.8 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

ARTICLE 17 - SICK LEAVE**17.1 Sick Leave Entitlement**

- (a) Employees shall be credited with twelve (12) days per year sick leave credits. These credits shall be used in conjunction with the wage indemnity plan under (b) of this article.
- (b) The Employer agrees to provide a Wage Indemnity Plan with the following benefits:
 - (1) seventy-five percent (75%) pay based on a seven (7) day prorate;
 - (2) first day of accident or hospitalization;
 - (3) fourth day of illness;
 - (4) sixteen (16) week duration.

Changes to the plan shall be by mutual agreement between the parties.

- (c) Employees may top up the seventy-five (75%) percent sick pay with either sick or vacation days.
- (d) The Employer agrees to provide a long-term disability plan which will commence upon expiration of the indemnity plan.

All costs shall be borne by the Employer.

17.2 Employee to Inform Employer

Employees shall give the Employer as much notice as is reasonably possible prior to the start of their scheduled shift of his/her inability to report to work because of illness or injury.

17.3 Ineligible for Sick Leave

Except as provided for in Article 16.8 of this Agreement, employees shall not be eligible to claim for any form of sick leave payment for absences on any day other than a day that the employee was regularly scheduled to work and except for the illness or injury, the employee would have worked.

17.4 Medical and Dental Appointments

Regular employees shall be granted reasonable periods of leave without loss of pay to attend medical and dental appointments which were unable to be scheduled outside of normal working hours. In such events, employees are expected to schedule appointments at times which will least affect the workday and/or inconvenience the Employer.

ARTICLE 18 - SPECIAL AND OTHER LEAVE**18.1 Bereavement Leave**

In the case of bereavement in the immediate family, an employee not on leave of absence for any other reason shall be entitled to bereavement leave without loss of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travel time. Such leave shall not normally exceed three (3) consecutive working days. The Employer may, for good and sufficient cause, grant an extension of such leave for any period it deems appropriate.

Immediate family is defined as parent, spouse, child, sibling, parent-in-law, common-law spouse, and any other relative permanently residing in the employee's household. It is understood that a spouse may be of the same gender for the purposes of this article only.

In the event of a death of near relatives or friends, time off with or without pay may be granted to an employee to attend the funeral and/or to handle funeral arrangements.

18.2 Special Leave

An employee not on leave of absence for any other reason shall be entitled to special leave without loss of pay for a maximum combined total of three (3) days per annum for the following:

- (a) marriage of the employee up to three (3) days
- (b) birth or adoption of the employee's child one (1) day
- (c) serious household or domestic emergency one (1) day
- (d) employee moving from one permanent residence to another one (1) day per year
- (e) attend funeral as pall-bearer but not in addition to bereavement leave one-half (½) day
- (f) attend wedding of employee's child one (1) day
- (g) divorce hearing of employee one (1) day
- (h) attend his/her formal hearing for Canadian citizenship one (1) day
- (i) court appearance for hearing of employee's child one (1) day

Two (2) weeks notice is required for leave under subsections (a), (d), (f), (g), (h) and (i). For the purpose of determining eligibility for special leave under (d), an employee shall qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence, which necessitates the moving of household furnishings and effects during his/her normal working hours. It is understood that employees shall make every effort to schedule moves at times and on days that will not necessitate the granting of such leave.

18.3 Leave for Court Appearances

- (a) Except as otherwise provided, the Employer shall grant leave without loss of pay to employees, other than employees on leave of absence for any other reason, who are subpoenaed to act as a witness or serve as a juror, in a court of law, provided such court action is not occasioned by the employee's own private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official employment capacity while acting on behalf of the Employer shall be without loss of pay.
- (e) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

18.4 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for good and sufficient cause as determined by the Employer; such request to be in writing and approved by the Employer.

ARTICLE 19 - MATERNITY/PARENTAL AND ADOPTION LEAVE**19.1 Maternity Leave**

A pregnant employee shall qualify for maternity leave:

- (a) upon request, the employee will be granted leave of absence without pay for a period of not more than six (6) months;
- (b) request for maternity leave without pay shall be given at least eleven (11) weeks before the expected date of delivery;
- (c) the Employer shall, upon the request of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner;
- (d) an employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

19.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay. During the first twelve (12) weeks of the parental leave, the employee shall be entitled to supplemental payments equivalent to the difference between the employment insurance gross benefits and one hundred percent (100%) of the employee's basic pay. In order to receive the supplemental payments, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 19.1 or 19.3;
 - (2) in the case of a father, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

19.3 Adoption Leave

Upon request, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall advise the Employer of his/her intention to adopt and furnish proof of adoption.

If an employee maintains coverage for medical, extended health, dental and group life while on adoption leave, the Employer agrees to pay the Employer's share of premiums provided the employee has prepaid her shares. An employee who fails to return to work shall reimburse the Employer for all such contributions.

19.4 Extension of Leaves

Employees who are entitled to leave pursuant to Articles 19.1, 19.2 or 19.3 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 (4) weeks prior to the expiration of leave taken pursuant to Articles 19.1, 19.2, or 19.3.

19.5 Benefits Continuation

- (a) For leaves taken pursuant to Articles 19.1, 19.2, 19.3 and 19.4 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.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 19.6 the Employer will recover monies paid pursuant to this clause.

19.6 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 19.1, 19.2, 19.3 or 19.4 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 19 or if he/she does not return to work after having given such advice.

19.7 Entitlements Upon Return to Work

- (a) Notwithstanding Articles 16.1(b) and 16.3, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 19.1, 19.2 or 19.3 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 16.3.
- (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.

19.8 Pension Entitlements – Maternity Leave, Parental Leave and Adoption Leave

The Employer will continue to pay their premiums for the duration of such leave.

ARTICLE 20 - SAFETY AND HEALTH

20.1 Conditions

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

20.2 Safety Committee

- (a) Where the Employer is required by the Workers' Compensation Board to create and maintain a safety committee the Employer shall institute such safety committee and in accordance with the WCB Regulations, have employees who are members of the bargaining unit represented therein. A maximum of two (2) employees shall be allowed to sit on such committee. The Committee will meet at regular intervals as determined by the Committee, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.
- (b) The Safety Committee shall be notified of each accident or injury involving time-loss and shall make such investigations and reports as are required under the *WCB Act* or its Regulations.

20.3 Unsafe Work Conditions

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

20.4 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 be granted leave without loss of pay for that portion of the workday so required.

20.5 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.

ARTICLE 21 - TECHNOLOGICAL CHANGE

21.1 Advance Notice

Sixty (60) days before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

21.2 Commencing Discussions

Where notice has been received by the Union that employees are to be laid off in accordance with Article 21.1, the Union may make written request to hold discussions with the Employer to examine alternative action to layoff. The parties to this Agreement shall, within fourteen (14) days of the date the request was received, meet and commence such discussions. Pursuant to Article 29.4 of the Agreement, changes to the Collective Agreement may be considered.

21.3 Training Programmes

The Employer, after discussions as per Article 21.2 above, may, instead of releasing an employee due to technological change, retrain the employee(s) for another position for such period of time as the Employer sees fit. The Employer will assume the cost of such retraining. After the period of training, the employee shall be on probation in accordance with Article 10.8 and during such probationary period, be given an opportunity to fully adapt to the new position.

21.4 Attrition Arrangement

No regular employee shall be dismissed because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time he/she will be allowed up to five (5) hours per week with pay for the purpose of job interviews. Not less

than two (2) days prior to the expiration of the aforesaid period of notice the employee shall inform the Employer if he/she elects to receive severance pay as provided below or whether he/she wishes to be laid off in accordance with Article 12 of this Agreement.

21.5 Severance Pay

If the employee elects to receive severance pay, he/she shall be entitled to severance pay as contained in Article 12.4 of this Agreement.

ARTICLE 22 - PROMOTIONS AND STAFF CHANGES

22.1 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position.

22.2 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage, salary rate or range and whether the employee is required to use his/her automobile in performance of his duties. Such qualifications may not be established in an arbitrary manner.

22.3 Selection Procedures

- (a) Bargaining unit positions that are to be filled shall be posted within the bargaining unit.
- (b) Positions shall be awarded on the basis of qualifications. The factors used to determine qualification shall be education, skills, knowledge, ability and experience as required in the posting.
- (c) When two (2) or more qualified applicants for a given position are equal in their qualifications, the senior applicant shall be given priority.

22.4 Trial Period

Should any new positions that would fall within the bargaining unit be established by the Employer, the Employer agrees to follow the procedures and principles outlined in Articles 22.1, 22.2 and 22.3 in hiring for the position.

If an applicant is taken from the bargaining unit, the applicant shall be placed on probation for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after that period.

22.5 Notification to Employee and Union

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement. The Employer further agrees to notify the Union of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

22.6 Right to Grieve

Where an employee feels that he/she has been aggrieved by a decision of the Employer under this section, the employee may grieve the decision at Step 3 of the grievance procedure as contained in Article 8 of this Agreement and in accordance with the time limits therein set out.

ARTICLE 23 - CAREER DEVELOPMENT

23.1 Purpose

Both parties recognize the desirability of improved services to clients and support any attempt by the Employer to provide employees with the opportunity to acquire additional knowledge and skills related to the services provided by the Employer. Any program or training opportunity endorsed by the Employer will be made available to employees in a fair and equitable manner, and will be subject to operational requirements.

23.2 Leave to Attend Courses

- (a) Where the Employer requires an employee to take a course or attend a seminar, leave required shall be without loss of pay.
- (b) Where the Employer requires an employee to take a course or attend a seminar, any fee, books or materials required shall be paid for by the Employer.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.1 Rates of Pay and Paydays

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. For information purposes, the applicable rates of pay are recorded as Appendix A to this Agreement.
- (b) Employees shall be paid biweekly every second Friday.
- (c) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than four (4) weeks from the date of earning them.
- (d) 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.
- (e) If the paycheque is not available on the payday, and where good and sufficient cause warrants it, the Employer, upon request of the employee, shall arrange for the employee to be provided with an adequate advance on his/her salary providing the proper signatures for such cheque advance are reasonably available.

24.2 Rate of Pay on Reclassification or Promotion

Where an employee is permanently promoted or transferred into a higher pay classification he/she shall immediately move into the higher salary scale and be paid on the first step of the higher scale that results in a salary increase. The employee then shall automatically progress upward to the increments of the scale on the annual date of the upgrading.

24.3 Pay on Temporary Assignment

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 for a maximum period of three (3) months. Where the temporary assignment extends beyond three (3) months, the employee shall be paid the appropriate rate of pay for the job being performed.

24.4 Substitution Pay

Where an employee is directed by the Employer to perform the principle duties in a higher paying position within the bargaining unit, he/she shall receive the rate for the job in the case of a single rate classification or at the step of the higher scale that represents an increase, in the case of multi-level pay classification. Substitution pay is not payable when an employee has not been designated by the Employer to substitute.

24.5 Vehicle Allowance

(a) Vehicle allowances for all kilometres travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.

(b) The vehicle allowance shall be:

Effective August 1, 2007.....48¢ per km

Effective August 1, 2008.....49¢ per km

Effective August 1, 2009.....50¢ per km

24.6 Meal Allowance

(a) Employees who are required to attend a seminar, conference or workshop or who are required to travel on the Employer's business shall be entitled to a meal allowance.

(b) The meal allowance shall be as set from time to time by the Board, but in no case shall it be less than the following:

Breakfast \$10.00

Lunch \$15.00

Dinner \$20.00

(c) When any meal is included in the cost of a meeting, conference registration or provided in conjunction with airline travel, that meal is to be excluded from the claim for daily meals.

24.7 Professional Fees

The Employer will pay one hundred percent (100%) of the yearly professional fees incurred after date of hire for any employee that has designations which the Employer deems as relevant.

ARTICLE 25 - HEALTH AND WELFARE**25.1 Basic Medical Insurance**

All regular employees, whether full-time or part-time, may choose to be covered by the British Columbia Medical 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 regular premium.

25.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan. In addition to the eligible dependents covered in the existing plan, such plans shall include coverage of both same sex and opposite sex common-law spouses. The Employer shall pay for the purchasing and fitting of prescription glasses or elective contact lenses, as well as repairs, to a maximum of two hundred and fifty dollars (\$250) during any two (2) calendar years.

25.3 Dental Plan

(a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:

- (1) Part A100% coverage
- (2) Part B60% coverage
- (3) Part C50% coverage

(b) An employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the Plan. Effective August 1, 1995, orthodontic services are subject to a lifetime maximum payment of three thousand dollars (\$3,000) per patient.

Note: Eligibility for coverage under Plan C will terminate on the same date that Plan coverage under Part A terminates.

25.4 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of eighty-five thousand dollars (\$85,000) effective August 1, 1995.

The Employer shall pay one hundred percent (100%) of the premium on the base minimum as set out above and the employee shall pay the premium for any insurance over the base minimum.

(b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.

(c) The group life plan shall include the following provisions for accidental dismemberment:

- (1) loss of both hands or feet the principal sum;
- (2) loss of sight of both eyes the principal sum;
- (3) loss of one hand and one foot the principal sum;
- (4) loss of one hand or one foot and sight of one eye the principal sum;
- (5) loss of one hand or one foot one-half (1/2) the principal sum;
- (6) loss of sight of one eye one-half (1/2) the principal sum.

25.5 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.

25.6 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this Agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

25.7 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.

(b) The Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

ARTICLE 26 - CLASSIFICATION AND RECLASSIFICATION

26.1 Job Classification

- (a) The Employer shall not introduce a job evaluation plan, or establish new classification specifications, or alter or eliminate existing classification specifications, without prior agreement with the Union.
- (b) It is understood that the Job Evaluation Plan and classification specifications will, so far as possible, be those used in the public service of the government of the Province of British Columbia.

26.2 New or Altered Classification

- (a) When a new position covered by this Agreement is introduced or the job duties of an existing position are substantially altered, the rate of pay shall be subject to negotiations between the parties.
- (b) In the event that the parties cannot agree on the rate of pay for a new or substantially altered position within ten (10) days of their first meeting, the matter may, within thirty (30) days of the first meeting, be referred to arbitration, pursuant to Article 9.

26.3 Job Descriptions

The Employer agrees to provide the President of the Union or his designate and the Chairperson of the Bargaining Committee with job descriptions for all positions in the bargaining unit.

26.4 Classification Appeal Procedure

- (a) When an employee feels that the position he/she occupies is improperly classified, the matter shall be submitted to the General Manager for review.
- (b) The General Manager shall respond in written form within thirty (30) days of the matter being submitted. Where the General Manager's review does not result in reclassification of the position, reasons for such decision shall be provided.
- (c) If the above procedure does not lead to a satisfactory resolution, the Union may, within thirty (30) days of the General Manager's response, submit the dispute to arbitration, pursuant to Article 8.15 or 9.
- (d) The effective date of any resulting change in classification shall be the first day of the month following the date of receipt by the General Manager of the request for review submitted pursuant to (a) above.

ARTICLE 27 - GENERAL CONDITIONS

27.1 Damage to Personal Property

Where an employee's personal property, utilized in the performance of his/her duties, is damaged by a client while the employee is carrying out his/her duties, and the damages are not covered by Workers' Compensation, the Employer shall reimburse the employee for the necessary repairs or replacement.

27.2 Maintenance of Equipment

The Employer shall reimburse the cost of repairing or, with prior approval, replacement of all equipment, machinery and supplies required by employees in the performance of their duties. This clause applies to the maintenance position six (6) months after the date of hire.

27.3 Indemnity

- (a) The Employer shall indemnify employees and save them harmless from any claim, action or judgement from any act done honestly, in good faith, without gross negligence, within the scope of their authority and in the performance of their duties.
- (b) The Employer shall have the sole and exclusive right to compromise or settle any claim, action or judgement or bring or defend any litigation in respect of them.

27.4 Copies of Agreements

The Union and the Employer agree to share equally in the cost of printing the Collective Agreement.

27.5 Contracting Out

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

27.6 Payroll Deductions

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

ARTICLE 28 - HARASSMENT**28.1 Purpose**

The Union and the Employer recognize the right of all persons to participate in an environment free from harassment, and the Employer and the Union each have a responsibility to ensure that the workplace is free of harassment.

28.2 Harassment

- (a) Harassment shall be defined as words, gestures and actions which are intended to annoy, alarm and abuse (verbally) another person, or in the case of sexual harassment, any conduct, comment, gesture or contact of a sexual nature:
- (1) that is likely to cause offence or humiliation to any person; or
 - (2) that might, on reasonable grounds, be perceived by that person as placing a condition of sexual nature on employment or on any opportunity for training or promotion.

Harassment occurs when a person:

- (i) insults, taunts, or challenges in manner likely to provoke a violent or disorderly response; or
 - (ii) communicates at inappropriate hours or uses offensive and/or coarse language; or
 - (iii) participates in activities described in the sexual harassment aspect of the definition noted above; or
 - (iv) engages in any other course of alarming conduct serving no legitimate purpose.
- (b) 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.

(c) 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.

28.3 Harassment Complaint Procedures

(a) All persons involved in the handling of an Article 28 complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a need to know basis.

(b) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six (6) months of the alleged occurrence. The 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 union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to an arbitrator in Appendix B or a substitute person mutually chosen by the parties 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, title of the respondent;
- a description of the action(s), conduct, event or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(e) The Arbitrator or the substitute person 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 Arbitrator or the substitute person, or such later date as may be mutually agreed by the Employer and the Union.

(f) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Arbitrator or the substitute person shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

(g) If the Arbitrator or the substitute person determines that harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

ARTICLE 29 - CASUAL EMPLOYEES

29.1 Definition

Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave or any other approved leave, or to fill temporary vacancies or augment staff during peak periods. These periods shall not exceed three (3) months without the agreement of the Union.

29.2 Seniority List

The Employer shall maintain a seniority list of casual employees which shall be supplied to the Union upon request.

29.3 Accumulation of Seniority

Casual employees shall accumulate seniority separate from regular employees on the basis of total hours worked and only after having worked the equivalent of thirty (30) full-time working days on the basis of:

- (a) all hours worked on a straight-time basis; and
- (b) all hours worked or credited on statutory holidays.

Casual employees who have been credited with one hundred (100) full-time working days seniority or more may apply such seniority to determine eligibility for available casual/relief work for which they are qualified and normally employed or for regular employment, but, in the case of regular employment, will be required to serve an initial probationary period, if successful.

29.4 Recall

Casual employees shall be offered available work provided they are qualified, in order of casual seniority within a service unit. To be qualified, a casual employee must:

- (a) have indicated the programmes in which they are prepared to work; and
- (b) have the credentials, as required in a regular job posting, for the specific classification(s) within the programmes indicated in (a) above.

There shall be no violation to this Agreement where the Employer has attempted to notify casual employees of available work in writing or by telephone and has been unable to do so.

29.5 Application of Casual Seniority for Permanent Employment

Casual employees who have been credited with an equivalent of three (3) months or more of full-time employment may apply such seniority to determine eligibility for regular employment in competition with outside applicants and other casual/relief workers. The application of seniority in these instances shall apply as per Article 28.3 of this Agreement. Where a casual/relief employee is promoted to a permanent position under this article, he/she shall serve his/her initial probationary period.

29.6 Annual Vacation and Paid Holidays

Casual employees shall receive six percent (6%) of basic pay on each paycheque in lieu of vacations and, further, he/she shall be entitled to holiday pay provided that they have worked fifteen (15) of the previous thirty (30) working days, or the day before and the day after a paid holiday as listed in Article 15. In such instances, casual employees shall be compensated for the holiday in accordance with the part-time provisions contained in Section 15.3 of that article.

Casual employees who work on a designated holiday shall be compensated for at the rate of time and one-half (1½x) their regular rate for all hours worked.

29.7 Loss of Seniority

Casual employees shall lose their seniority rights and employment:

- (a) if they refuse on four (4) separate occasions in a calendar year or for single periods for a term greater than ten (10) working days in a calendar year;
- (b) if they are offered no additional employment within six (6) months following the last recorded date of employment.

For the purpose of (a) above, it is understood that if a casual employee does not notify the Employer of his/her unavailability, it shall be considered a refusal if the Employer cannot contact him/her to offer the work.

29.8 Applicable Provisions

Casual employees are covered by the provisions of this Agreement except the following Articles: 11, 12, 17, 18, 19, 23, 25.

Casual employees will be covered by all applicable provisions of Statutes of British Columbia.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

This Agreement shall be binding and remain in effect until July 31, 2010.

30.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after May 1, 2010, but in any event not later than midnight May 31, 2010.
- (b) Where no notice is given by either party prior to May 31, 2010, both parties shall be deemed to have given notice under this article on May 31, 2010 and thereupon, Article 30.3 applies.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the General Manager.

30.3 Commencement of Bargaining

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

30.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such changes shall occur through Letters of Agreement.

30.5 Effective Date of Agreement

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

30.6 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Ken McCormack
General Manager

Scott Miles
Bargaining Committee Member

Jim Byrne
Assistant General Manager

Sandra Livingston
Bargaining Committee Member

Robert Delage
Controller

Shinder Aujla
Staff Representative

Dated this _____ day of _____, 20____

**APPENDIX A
CLASSIFICATIONS & RATES OF PAY**

Job Classification	Step	Effective August 1, 2007	Effective August 1, 2008	Effective August 1, 2009
Receptionist (Clerk Stenographer 3)	--	-	-	-
	2	\$21.76	\$22.41	\$23.08
	3	23.32	24.02	24.74
Quota Officer (Admin Officer 2) <i>Incumbent Only</i>	1	25.30	26.06	26.84
	2	26.88	27.69	28.52
	3	28.85	29.72	30.61
		30.22	31.13	32.06
Communications Officer (Admin Officer 4)	1	28.55	29.41	30.29
	2	30.40	31.31	32.25
	3	32.66	33.64	34.65
Finance Officer (Financial Officer 3) <i>Incumbent Only</i>	1	26.88	27.69	28.52
	2	28.55	29.41	30.29
	3	30.67	31.59	32.54
		31.65	32.60	33.58
Policy Analyst (Research Officer 3)	1	30.40	31.31	32.25
	2	32.33	33.30	34.30
	3	34.77	35.81	36.88
Milk Pay Officer (Financial Officer 2)	1	25.30	26.06	26.84
	2	26.88	27.69	28.52
	3	28.85	29.72	30.61
Transportation Coordinator	1	30.40	31.31	32.25
	2	32.33	33.30	34.30
	3	34.77	35.81	36.88

Step 1: *Effective upon employment*
Step 2: *Effective upon the first anniversary of employment*
Step 3: *Effective upon the second anniversary of employment*

**APPENDIX B
ARBITRATORS**

Pursuant to Article 9.2, the following individuals will hear arbitration cases:

Peter Cameron
Joan Gordon
Marguerite Jackson, Q.C.
Judi Korbin
Glenn Sigurdson, Q.C.

**APPENDIX C
EXCLUDED POSITIONS**

The parties agree that the following positions are excluded:

General Manager
Assistant General Manager
Controller
Transportation and Logistics Manager
Manager, Policy Analysis

**APPENDIX D
PENSION PLAN**

The Employer is a participant in the Public Service Pension Plan.