

# **COLLECTIVE AGREEMENT**

Between

## **BC COMPUTERIZED DISPATCH COMPANY LTD.**

(hereinafter termed the "Employer")

*And*

## **CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE) LOCAL 378**

(hereinafter termed the "Union")



Effective: July 1, 2010 to June 30, 2015

## TABLE of CONTENTS

<b>ARTICLE 1 — PURPOSE .....</b>	<b>6</b>
SECTION 1 .....	6
SECTION 2 .....	6
SECTION 3 .....	6
<b>ARTICLE 2 — UNION SECURITY AND RECOGNITION .....</b>	<b>6</b>
SECTION 1 .....	6
SECTION 2 .....	7
SECTION 3 .....	7
SECTION 4 .....	7
SECTION 5 .....	7
<b>ARTICLE 3 — UNION REPRESENTATION .....</b>	<b>7</b>
SECTION 1 .....	7
SECTION 2 .....	7
SECTION 3 OFFICE STEWARDS.....	8
SECTION 4 .....	8
SECTION 5 .....	8
<b>ARTICLE 4 — THE RIGHTS OF THE EMPLOYER.....</b>	<b>8</b>
SECTION 1 .....	8
<b>ARTICLE 5 — DEFINITION OF EMPLOYEES.....</b>	<b>8</b>
SECTION 1 PROBATIONARY PERIOD.....	8
SECTION 2 REGULAR EMPLOYEES.....	8
SECTION 3 PART-TIME REGULAR .....	8
SECTION 4 CASUAL EMPLOYEES.....	9
SECTION 5 SUPERVISORY POSITIONS .....	9
SECTION 6 .....	9
SECTION 7 .....	9
SECTION 8 .....	9
<b>ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM.....</b>	<b>9</b>
SECTION 1 .....	9
SECTION 2 .....	10
SECTION 3 .....	10
SECTION 4 .....	10
SECTION 5 OVERTIME PREMIUMS .....	10
SECTION 6 .....	10
SECTION 7 .....	10
SECTION 8 .....	10
SECTION 9 .....	11
SECTION 10 .....	11
SECTION 11 SHIFT PREMIUM.....	11
SECTION 12 SHIFT AND OVERTIME ALLOCATION .....	11
SECTION 13 .....	11
SECTION 14 .....	11
SECTION 15 .....	12

<b>ARTICLE 7 — STATUTORY HOLIDAYS .....</b>	<b>12</b>
SECTION 1 .....	12
SECTION 2 .....	12
SECTION 3 .....	13
SECTION 4 .....	13
SECTION 5 .....	13
SECTION 6 .....	13
SECTION 7 .....	14
<b>ARTICLE 8 — ANNUAL VACATIONS .....</b>	<b>14</b>
SECTION 1 .....	14
SECTION 2 .....	14
SECTION 3 .....	14
SECTION 4 .....	14
SECTION 5 .....	14
SECTION 6 .....	15
SECTION 7 .....	15
SECTION 8 .....	15
SECTION 9 .....	15
SECTION 10 ANNIVERSARY DATE .....	15
SECTION 11 .....	15
<b>ARTICLE 9 — LEAVES OF ABSENCE.....</b>	<b>16</b>
SECTION 1 UNION BUSINESS .....	16
SECTION 2 COMPASSIONATE LEAVE .....	16
SECTION 3 LEAVE OF ABSENCE .....	16
SECTION 4 COURT DUTY PAY.....	16
SECTION 5 MATERNITY LEAVE .....	17
<b>ARTICLE 10 — SICK LEAVE, WELFARE PLANS AND PENSION PLAN .....</b>	<b>17</b>
SECTION 1 SICK LEAVE .....	17
SECTION 2 .....	18
SECTION 3 .....	18
<b>ARTICLE 11 — WAGES AND JOB CLASSIFICATIONS.....</b>	<b>18</b>
SECTION 1 .....	18
SECTION 2 .....	18
SECTION 3 .....	19
SECTION 4 .....	19
SECTION 5 .....	19
<b>ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS.....</b>	<b>19</b>
SECTION 1 .....	19
SECTION 2 JOB VACANCIES.....	19
SECTION 3 TEMPORARY VACANCIES .....	19
SECTION 4 PROMOTIONS .....	20
SECTION 5 .....	20
SECTION 6 .....	20
SECTION 7 TRANSFERS.....	20
SECTION 8 .....	21
<b>ARTICLE 13 — LAYOFF, RECALL AND SEVERANCE.....</b>	<b>21</b>

SECTION 1	LAYOFF PROCEDURE.....	21
SECTION 2	.....	21
SECTION 3	.....	21
SECTION 4	RECALL.....	21
SECTION 5	.....	21
SECTION 6	SALARY POLICY ON RECALL.....	22
SECTION 7	SEVERANCE PAY .....	22
<b>ARTICLE 14 — SENIORITY.....</b>		<b>22</b>
SECTION 1	.....	22
SECTION 2	.....	22
SECTION 3	FULL-TIME LIST.....	22
SECTION 4	PART-TIME/CASUAL LIST.....	23
SECTION 5	PART-TIME EMPLOYEES.....	23
SECTION 6	CASUAL EMPLOYEES.....	23
SECTION 7	.....	23
SECTION 8	.....	23
SECTION 9	.....	23
SECTION 10	.....	24
<b>ARTICLE 15 — DISCHARGE AND TERMINATION.....</b>		<b>24</b>
SECTION 1	.....	24
SECTION 2	.....	24
SECTION 3	.....	24
<b>ARTICLE 16 — TECHNOLOGICAL OR PROCEDURAL CHANGES .....</b>		<b>24</b>
SECTION 1	.....	24
SECTION 2	.....	25
SECTION 3	.....	25
SECTION 4	.....	25
SECTION 5	.....	25
SECTION 6	.....	25
<b>ARTICLE 17 — GENERAL .....</b>		<b>25</b>
SECTION 1	.....	25
SECTION 2	.....	25
SECTION 3	PICKET LINES.....	25
SECTION 4	BULLETIN BOARDS .....	26
SECTION 5	HEALTH AND SAFETY .....	26
SECTION 6	PAY CHEQUES.....	26
SECTION 7	.....	26
SECTION 8	.....	26
SECTION 9	DISCIPLINARY LETTERS .....	26
SECTION 10	.....	27
SECTION 11	VDT'S .....	27
SECTION 12	.....	27
SECTION 13	TRAINING .....	27
SECTION 14	TRANSPORTATION .....	27
SECTION 15	.....	27
SECTION 16	.....	27
SECTION 17	ELECTRONIC SURVEILLANCE/MONITORING .....	27
<b>ARTICLE 18 — GRIEVANCE PROCEDURE.....</b>		<b>28</b>

SECTION 1 .....	28
SECTION 2 .....	28
SECTION 3 .....	29
<b>ARTICLE 19 — ALTERNATE DISPUTE RESOLUTION NON-BINDING.....</b>	<b>29</b>
SECTION 1 .....	29
SECTION 2 .....	29
SECTION 3 .....	29
<b>ARTICLE 20 — SINGLE ARBITRATOR.....</b>	<b>31</b>
SECTION 1 .....	31
SECTION 2 .....	31
SECTION 3 .....	31
SECTION 4 .....	32
SECTION 5 .....	32
<b>ARTICLE 21 — DURATION.....</b>	<b>32</b>
SECTION 1 .....	32
SECTION 2 .....	32
SECTION 3 SEVERABILITY .....	33
<b>APPENDIX "A" .....</b>	<b>34</b>
<b>APPENDIX "B" .....</b>	<b>35</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>	<b>41</b>

THIS COLLECTIVE AGREEMENT ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2010.

**BETWEEN:**

**BC COMPUTERIZED DISPATCH COMPANY LIMITED**

(hereinafter referred to as the Employer)

PARTY OF THE FIRST PART

**AND:**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378**

(hereinafter referred to as the Union)

PARTY OF THE SECOND PART

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## **ARTICLE 1 — PURPOSE**

### **Section 1**

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Company and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:

### **Section 2**

Neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge, wages or otherwise because of race, colour, creed, national origin, age, sex or marital status.

### **Section 3**

The Company agrees that "the Employment Standards Act" and Regulations (Act) shall be recognized as the minimum labour standards for all employees covered by this Agreement. At no time is it the intent of the Parties to apply any provision(s) of this Collective Agreement to provide lesser standards than those contained within the aforementioned Act. In the event this Collective Agreement does not contain a provision which is contained in the Act such provision shall be deemed to be incorporated in the Collective Agreement as part of its terms.

## **ARTICLE 2 — UNION SECURITY AND RECOGNITION**

### **Section 1**

This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the British Columbia Labour Relations Act and shall be binding on the Company and the Union and their respective successors and assigns.

## **Section 2**

All employees, presently members of the Union, shall as a condition of employment, remain members of the Union. All employees of the bargaining unit, shall as a condition of employment, pay the regular monthly Union dues to the Union for the term of the Agreement. At least the minimum monthly dues shall be paid by casual employees for all months of employment, and by regular or part-time employees for any month which said employee was on leave.

## **Section 3**

The Company further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.

## **Section 4**

The Employer will advise new employees of the existence of the local Union, and of the requirements of membership which arise out of our Agreement.

The Employer will direct (within 30 calendar days) all new employees concerned to contact the appropriate local Union Representative following commencement of employment with the Employer. A Union Representative shall have the right to meet with each new employee during normal working hours at the employee's work place, within the probationary period, in order to acquaint the employee with the Union. It is understood between the parties that the attendants to the above mentioned meeting shall be the employee and Union only.

## **Section 5**     **Union Bug**

The recognized insignia of the Union shall include the designation "COPE 378." This designation shall, at the employee's option, be placed on materials typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten materials.

Will apply mainly to Bulletins and Memos.

## **ARTICLE 3 — UNION REPRESENTATION**

### **Section 1**

The Company shall recognize the Representative(s) selected by the Union for matters pertaining to collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

### **Section 2**

The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration.

The Union will obtain authorization from the Company as to appropriate time for such contact before meeting the employees.

**Section 3 Office Stewards**

The Company shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Company of the names of the Office Steward(s).

**Section 4**

The Office Steward(s) may, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their management for such purposes and such permission will not be unreasonably denied.

**Section 5**

The Company shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement.

**ARTICLE 4 — THE RIGHTS OF THE EMPLOYER**

**Section 1**

The Union recognizes the rights of the Company to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 18 and 19 and 20.

**ARTICLE 5 — DEFINITION OF EMPLOYEES**

**Section 1 Probationary Period**

All newly-hired employees, except casual employees, will be considered probationary for the first ninety (90) calendar days of employment. After ninety (90) days of employment, an employee will attain regular status. Casual employees transferred to or attaining regular status will not be required to serve a probationary period, provided they have completed at least ninety (90) calendar days or four hundred eighty (480) hours of employment, whichever is the lesser period.

**Section 2 Regular Employees**

A full-time employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2, Section 1, of this Agreement and who has completed the probationary period as defined in Section 1.

**Section 3 Part-Time Regular**

A part-time employee is any person hired to work on a continuing basis but less than the normal working hours in a month and whose duties fall within the bargaining unit as defined in Article 2, Section 1 of this Agreement.



#### **Section 4 Casual Employees**

A casual employee is one who is hired to fill in:

- i)
  - (a) those shifts that remain vacant after bidding by the full and part-time employees
  - (b) vacation relief
  - (c) peak work-loads and emergencies
- ii) Where the Employer encounters difficulties in placing casual employees in the shifts given above such difficulties will be resolved in consultation with the Union.

#### **Section 5 Supervisory Positions**

There shall be an up to date list of Supervisors posted at the VCO station. Supervisory positions shall be outside the terms of this Collective Agreement. Supervisors will not replace regular or casual employees, but may perform bargaining unit work as required for break relief or unexpected peak workloads (Article 17, Section 7).

#### **Section 6**

Bargaining unit employees assuming supervisory positions shall be given three (3) months to re-enter the bargaining unit without loss of seniority.

#### **Section 7**

In the selection of supervisory employees, those employees able and qualified as determined by the Company (subject to Article 4 Section 1) within the bargaining unit shall be considered before hiring from outside.

#### **Section 8**

The Company or its Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

### **ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM**

#### **Section 1**

Each regular and part-time regular employee will have an established shift falling within the hours set out herein:

- i) A regular work day shall consist of eight (8) consecutive hours. A thirty (30) minute unpaid lunch period will be taken no later than four and one-half (4½) hours after the start of the shift. These breaks shall occur as close to the 2<sup>nd</sup> and 6<sup>th</sup> hour after the start of the shift.
- ii) A regular work week shall consist of forty (40) hours worked in five (5) consecutive shifts.

## Section 2

The Company shall post on the bulletin board the permanent shifts in effect and the employees working such shifts as at January 15 and July 15 of each year. Any variance in such regular shifts shall be established by mutual agreement between the Company and the Union prior to implementation, where such variance is one (1) hour or more from the present shifts as listed in Section 1 above.

## Section 3

A lunch period of thirty (30) minutes will be scheduled and taken no later than four and one-half (4 ½) hours after the start of the shift. Where employees are required to work through their lunch period, the affected employee(s) shall be paid at the appropriate overtime rates for the thirty (30) minute period.

## Section 4

Employees working the eight (8) hour shift shall be allowed two (2) fifteen (15) minute paid coffee breaks away from their work station; one in the first half of the shift and one (1) in the second half.

## Section 5 **Overtime Premiums**

All time worked before or after the regularly established working day shall be considered overtime and be paid for at one hundred and fifty per cent (150%) of the employee's pro-rated hourly rate for the first four (4) hours and double the employee's regular hourly rate for each hour worked thereafter.

## Section 6

All time worked by a full-time regular employee on his/her regular days off shall be considered as overtime and shall be paid at the rate of one hundred and fifty per cent (150%) of the employee's pro-rated hourly rate for the first four (4) hours and double the employee's regular hourly rate for each hour worked thereafter.

Notwithstanding the provisions of Section 6 above, all time worked by part-time employees, in excess of forty (40) hours in a seven (7) day period, shall be considered as overtime and shall be paid at the rate of one hundred and fifty per cent (150%) of the employee's pro-rated hourly rate for the first four (4) hours and double time thereafter.

## Section 7

An employee requested to work overtime beyond the regular work day shall be allowed a one-half (½) hour meal period at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

## Section 8

An employee called back to work after completing a regular day's work, or from a regular day off shall be paid overtime rates for a minimum of four (4) hours or for time worked, whichever is greater. An employee called in to work other than listed above shall be guaranteed a minimum of four (4) hours paid.

Travel time to and from the employee's residence will be considered as time worked, to a maximum of fifteen (15) minutes each way.

#### **Section 9**

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

#### **Section 10**

Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Company. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

#### **Section 11 Shift Premium**

Shift premiums will be paid for all hours worked on the graveyard shift, including part-time regular shifts, at the rate of \$1.00 premium for each such hour worked.

#### **Section 12 Shift and Overtime Allocation**

Additional shifts or hours when required will be allocated on the following basis: Any hours available will be referred to regular part-time employees in order of their seniority to a maximum of either five (5) shifts or forty (40) hours per week employees according to seniority to a maximum of either five (5) shifts or forty (40) hours per week. In the event that overtime is to be allocated which is in addition to the above, the overtime hours will be offered to full-time employees at a premium rate. Such overtime will be offered to qualified and able employees as determined by the Company (subject to Article 4 Section 1) in order of seniority to a maximum of one (1) overtime shift per week unless there is no other employee available to cover such overtime.

Shifts for Special Events scheduled under this section shall be for a minimum of four (4) hours worked.

#### **Section 13**

In the event that the overtime is made necessary by a vacancy in a higher paying category, the work will be offered to lower rated employees on that shift provided they are qualified able and by seniority as determined by the Company (subject to Article 4 Section 1) the part-time employee or casual employee will then fill in on the lower paying category.

#### **Section 14**

Call in for casual and part-time employees for additional shifts or hours shall be done on a seniority basis as follows: the Employer shall call qualified and able as determined by the Company (subject to Article 4 Section 1) employees on a seniority basis until reaching an available employee, and then wait a cumulative total of 10 (ten) minutes for all return calls from employees with greater seniority before assigning the additional shift or hours to the available employee(s).

## Section 15

The weekly schedule shall be covered without any delay on the Tuesday prior to the week of the schedule. Any shift covered at that time on the schedule shall be subject to operational requirements and be worked as scheduled.

## ARTICLE 7 — STATUTORY HOLIDAYS

### Section 1

The Company agrees to provide all full-time employees with the following Statutory Holidays, with pay:

New Years Day	Good Friday	Labour Day
Victoria Day	Thanksgiving Day	Remembrance Day
Canada Day	Boxing Day	Christmas Day
BC Day	Easter Monday	

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government.

The Company further agrees that should one of the above Statutory Holidays fall on a regular scheduled day(s) off, the employee shall receive an additional day or day(s) off, with pay.

### Section 2

- a) Work performed by a full-time employee on the above Statutory Holidays, will be paid for at the rate of one hundred and fifty (150%) per cent of the employee's regular rate of pay, in addition to another day off with pay for that day. Any employee who qualifies for Statutory Holiday pay at the rate of one hundred and fifty (150%) per cent of the employees regular pay and an additional day off may, at the employee's option and if mutually agreed by management, instead elect to receive two hundred and fifty (250%) per cent of the employee's regular rate of pay for such Statutory Holiday. The choice of a specific day off or the monetary option must be designated within seven (7) days prior to or seven (7) days following the Statutory Holiday. Employees commencing a shift on a Statutory Holiday shall be paid at the premium rate for all hours worked on the shift.
- b) All time worked by a full-time employee on a day granted in lieu of the Statutory Holiday, as provided in Section 1 above, shall be considered overtime and paid at one hundred and fifty (150%) per cent of the employee's pro-rated hourly rate.
- c) Should one of the Statutory Holidays designated in the foregoing Section 1 fall on a part-time regular employee's scheduled day(s) off, that employee shall receive a full day's pay for the Statutory Holiday provided he/she has

worked on at least fifteen (15) of the thirty (30) calendar days immediately preceding the Statutory Holiday.

- d) Should a Part-time or Casual employee be required to work on a Statutory Holiday as per Section 1 above, the rate of pay shall be one hundred and fifty (150%) per cent of the employee's regular rate of pay, and if the employee qualifies by working fifteen (15) of the prior thirty (30) calendar days as per Section 2(c) above they shall also receive another day off with pay.

### **Section 3**

A day off arising in lieu of a statutory holiday in accordance with Section 1 or Section 2 (a) shall be taken at a time mutually agreed to between the Company and the employee.

When an employee requests a day off in lieu of a statutory holiday, at least ten (10) days prior to said day, it shall be confirmed by the Company within forty-eight (48) hours of the request. Days off in lieu of statutory holidays shall be taken within three hundred and sixty-five (365) days immediately following the statutory holiday, at the cash value accumulated on the banked day.

NB: This shall not be interpreted to mean subject to mutual agreement as to the date that employees cannot get a day off if requested less than ten (10) days prior.

### **Section 4**

The banked days in lieu of statutory holidays shall be taken in the order that they were accumulated.

A day off in lieu arising in accordance with Section 1 (a regularly scheduled day off) shall be paid when taken. The payment shall be at the amount equal to the regular straight time equivalent of the last regularly scheduled day worked (in accordance with the semi-annual shift bid) prior to such applicable statutory holiday. A day off in lieu arising in accordance with Section 2(a) (a statutory holiday worked) shall be paid when taken. Payment shall be at the amount equal to the regular straight time equivalent of the regularly scheduled hours worked on the applicable statutory holiday.

### **Section 5**

In the event any of the holidays enumerated in the foregoing Section 1, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

### **Section 6**

Employees, by seniority, may decline to perform work on any regularly scheduled shift which falls on any Statutory Holiday, but employees with the least seniority in the bargaining unit cannot decline to work on such Statutory Holiday.

## **Section 7**

Employees required to work New Year's Eve on shifts starting from 12 noon to 12 midnight and do not qualify for Statutory Holiday pay shall receive a fifty (\$50.00) dollar bonus.

## **ARTICLE 8 — ANNUAL VACATIONS**

All employees shall be entitled to a paid vacation in accordance with the following schedule:

### **Section 1**

- a) Upon completion of six (6) months service in his/her first (1st) year of employment, an employee shall be entitled to receive a paid vacation of one (1) week, which if taken, will be deducted from his/her total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Company.
- b) Each employee who completes one (1) years service shall receive a paid vacation of two (2) weeks, subject to (a) above. Payment for such vacation shall be a current salary or four per cent (4%) of gross earnings for the period in which vacation was earned, whichever is greater.

### **Section 2**

All employees shall be entitled to three (3) weeks paid vacation after two (2) years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or six per cent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

### **Section 3**

All employees shall be entitled to four (4) weeks paid vacation after seven (7) years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or eight per cent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

### **Section 4**

All employees shall be entitled to five (5) weeks paid vacation after twelve (12) years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or ten per cent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

### **Section 5**

All employees shall be entitled to six (6) weeks paid vacation after seventeen (17) years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or twelve per cent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.

## **Section 6**

Part-time and casual employees vacation periods will be pro-rated as per this Schedule.

## **Section 7**

Employees desiring to take vacations in broken periods shall be entitled to take them in periods of one (1) week, two (2) weeks, three (3) weeks, etc.

## **Section 8**

Employees shall select their vacation periods in order of seniority as defined in this Agreement; however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period.

Subsequently, all employees in the signing group who have chosen to take their vacations in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen. Unused vacation may be banked with prior approval, one (1) week maximum.

## **Section 9**

The Employer shall post the vacation schedule on or before November 1<sup>st</sup> of each year. All employees will submit three (3) preferences in writing by November 15<sup>th</sup> of that year. An employee who fails to submit the three (3) vacation preferences by the deadline of November 15 shall forfeit his/her seniority rights for the purpose of bidding on that vacation year.

## **Section 10     Anniversary Date**

Vacation pay will be paid prior to the employee taking vacation. The same tax rate will be applied to vacation pay as to the regular payroll cheque. Vacation pay will be paid out on an employee's anniversary date based on a per cent of gross earnings for the period in which vacation was earned. In the event the employee's current salary is greater than the per cent paid out on the anniversary date, the Employer will pay out the difference prior to the employee taking his/her vacation or at the end of the calendar year whichever first occurs. The Employer will provide a statement of the total earnings upon which the vacation pay has been calculated.

## **Section 11**

Where an employee is unpaid by the Employer for twenty-six or more weeks in the year the vacation was earned, they shall have their vacation entitlement as earned but their vacation pay shall be calculated as a percent of their gross earnings paid during the year in which the vacation was earned. This shall apply to all Sections 1 through 5 above.

## ARTICLE 9 — LEAVES OF ABSENCE

### Section 1 Union Business

Leave of absence without pay will be granted to employees for the purpose of attending to Union business providing the Company's work requirements will allow for such leave.

The Union will request such leave by giving the Company, in writing, as much notice as possible.

### Section 2 Compassionate Leave

In the case of death in the immediate family, i.e. husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, grandparents, grandchildren, sister or brother, a regular employee shall be granted five (5) working days or, six (6) days in the event the funeral is outside British Columbia, leave of absence with full pay. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

*Footnote:* It is understood that with regards to grandparents it would be maximum of one set per spouse, therefore, a total number of four.

### Section 3 Leave of Absence

- a) Employees who have completed two (2) or more years of service with the Company may apply for and receive, at the discretion of the Company and where practical, leave of absence up to one (1) week, without pay, to be taken in an unbroken sequence.
- b) Employees who have completed three (3) years or more of service shall, at the discretion of the Company, may receive up to one (1) month leave of absence without pay, annually. Such leave shall be taken in an unbroken sequence.

### Section 4 Court Duty Pay

An employee summoned to Jury Duty or subpoenaed by the Crown shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days.

Employees on Jury Duty shall furnish the Company with such statements of earnings as the Courts may supply. Employees shall return-to-work within a reasonable period of time.

They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day, shall not exceed regular working hours for purpose of establishing the basic work day.



Any time worked in excess of the employee's basic work day, shall be considered overtime and paid as such.

The Company shall not be required to make up the difference between Jury Duty and regular daily pay for Jury Duty, in excess of two (2) continuous weeks.

**Section 5 Maternity Leave**

Leave of absence in case of pregnancy shall be granted in accordance with the "Employment Standards Act". Such leave will not affect sick leave entitlement or seniority.

**ARTICLE 10 — SICK LEAVE, WELFARE PLANS AND PENSION PLAN**

**Section 1 Sick Leave**

a) For full-time employees the Company will allow one (1) working day, calculated at eight (8) hours per month sick leave with full pay with a maximum credit of ninety-six (96) hours per year. Unused sick leave shall accumulate month over month until eight (8) days are accumulated, thereafter all unused sick leave in excess of eight (8) days shall be paid out at the end of September of each year leaving a sick leave bank of eight (8) days. Employees shall not be required to produce doctor's certificates for casual sick leave. However, in the event of a pattern of sick leave abuse or excessive use of sick leave is evident, then a doctor's certificate of proof of illness may be requested at no cost to the Employer. Sick leave may be personal use, parental and/or family responsibility use. All sick leave hours accumulated annually in excess of two hundred (200) hours will be paid out at the end of each calendar year.

An employee upon termination of employment, except for just cause, shall be paid his/her accumulated (unused) sick leave at the employee's current rate of pay to a maximum of two hundred (200) hours.

b) **Part-Time Employees**

Shall accrue sick leave on a pro rata basis. Sick leave shall only accrue on regular shifts successfully bid on the semi-annual shift bid and on any successfully bid temporary shifts (eg. replacement for vacation, wage indemnity or W.C.B.). Similarly, sick leave may only be used on such successfully bid regular or temporary shifts.

Pro rata accrual shall be calculated by adding the number of hours worked in the above circumstances in a two week period and dividing the total by 80.0 hours (the regular full-time hours). The resulting fraction will be the part of an eight (8) hour day to be accrued.

c) **Casual Employees**

Shall neither accrue sick leave nor be paid for time lost due to sickness.

## Section 2

The following benefits listed will apply to all employees upon qualification. The cost sharing for these benefits shall be shared 50/50 between the Employer and the employees. The full description of benefit coverage is part of this Agreement and listed under Appendix "B".

- a) Medical and Surgical Plan
- b) Group Life
- c) Accidental Death and Dismemberment
- d) Short-term Disability
- e) Long-term Disability
- f) Extended Health Care
- g) Dental

## Section 3

Add provisions for COPE 378 pension plan paid by the Employer at the rate of \$.20 cents per hour worked for all full-time regular employees effective July 1, 2011.

## ARTICLE 11 — WAGES AND JOB CLASSIFICATIONS

### Section 1

- a) Employees shall be classified in accordance with the skills used and shall be paid not less than the minimum rate for such classification in accordance with the Schedule of Job Classifications and Hourly Rates of Pay as set forth in Appendix "A" attached hereto and made part of this Agreement.
- b) This Agreement provides that the Employer in co-operation with the Union agrees to have job descriptions for all positions in the bargaining unit completed within one (1) year of signing of this contract.

### Section 2

It is expressly understood and agreed that the salaries herein provided are minimum scales. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any employee may not be given an increase in pay before period specified or be advanced or promoted in the service of the Company.

Employees will be placed on the wage rate step to correspond with their length of service and will then receive automatic wage increases in accordance with the length of service provisions of Appendix "A".

### Section 3

Any position not covered by Appendix "A" or new positions which may be established during the life of this Agreement, or re-classification of existing positions, shall be subject to negotiations and agreement between the Company and the Union with respect to classification and salary for the position in question.

In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles 18 and 19 and 20 of this Agreement.

### Section 4

The Company recognizes equal pay for equal work.

### Section 5

Employees providing training as a Calltaker or VCO will receive a \$1.00 premium on their respective rates. The selection of a trainer is at the discretion of the Company.

## ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS

### Section 1

It is the intention of the Company to fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications and ability as determined by the Company (subject to Article 4 Section 1) to fill the vacant position.

### Section 2

#### **Job Vacancies**

Notice of all job vacancies, shall be posted within seven (7) days of vacancy occurring, on the office bulletin board for seventy-two (72) hours and will include job title, job group and brief description of the job duties and qualification required. Those employees who make application during this seventy-two (72) hour period will be considered for the job. Those employees who are on vacation or leave of absence can submit their interest in writing for a particular type of posting before they are on vacation or leave of absence. The employees may elect to have the postings e-mailed to an e-mail address that they supply to the Company. Where an employee who has submitted an interest for a position, and will be awarded that position upon his/her return, the Company may temporarily fill that position at its discretion. In the case of an employee receiving an e-mail notification the employee will have 72 hours to respond from the date the e-mail is originally sent.

Where a vacancy has not been filled from within the bargaining unit or from the recall list, the Union will have the right to refer qualified and able as determined by the Company (subject to Article 4 Section 1) employees from its unemployed roster.

### Section 3

#### **Temporary Vacancies**

All vacancies created by vacations of more than two (2) weeks shall be posted twice in the year, once immediately after the vacation schedules pursuant to Article 6 are

posted on January 15th and filled, and again immediately after the schedules have been posted and filled on July 15th.

Temporary vacancies created by temporary leaves of absence of more than two (2) weeks, maternity and parental leave shall be posted.

The filing of such vacancies shall be limited to a two bid process i.e. (successful bidders position is posted) thereafter the Employer can fill the resultant temporary vacancy caused by the original and subsequent postings as required.

Notwithstanding the above, an employee may apply for an entitled vacation in January that may cover a period up to December 31st of that year.

All other temporary vacancies of more than two (2) weeks are subject to posting as provided in this Section.

#### **Section 4 Promotions**

Promotion is hereby defined as a move from a lower paid job group to a higher paid job group. Promotion shall be made on the basis of seniority, ability and qualifications as determined by the Company (subject to Article 4 Section 1). In the event two or more employees have the same relative ability and qualifications as determined by the Company (subject to Article 4 Section 1), the employee with the greatest seniority shall be selected.

#### **Section 5**

An employee promoted to a higher paid position shall be on trial for the first three hundred sixty (360) hours unless extended by mutual agreement between the Company and the Union. If during the trial period he/she is considered to be unsuitable, he/she shall be returned to his/her former position plus any increments which he/she may have been entitled to had he/she not been promoted.

#### **Section 6**

An employee assigned to a higher paid job classification or temporarily replacing another employee in such higher paid classification, shall be paid at the higher rate for the period so employed. This provision shall not apply for brief relief periods of less than one-half (½) day except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week or each month. In such cases, the higher rate of pay shall apply.

#### **Section 7 Transfers**

An employee transferred from one position to another having the same salary rate range, shall continue to receive his/her current salary. Time worked on positions having the same salary ranges shall be cumulative for determining future salary progression.

## **Section 8**

All shifts will be re-posted every six (6) months from the date of the first posting under this contract. Where a full-time regular employee has not attained the necessary level of ability enabling him/her to bid for a desired job the Company agrees to provide sufficient training during his/her regular working hours such that the person will be able to bid at the time of the next regular six (6) month posting.

## **ARTICLE 13 — LAYOFF, RECALL AND SEVERANCE**

### **Section 1      Layoff Procedure**

If a reduction of staff is necessary, the following procedure shall be adopted: The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower classification, with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

### **Section 2**

All regular or part-time employees shall be given two (2) weeks notice of lay-off or two (2) weeks salary in lieu of notice.

### **Section 3**

Any regular or part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.

### **Section 4      Recall**

Notice of recall to an employee who has been laid-off shall be made by registered mail to the last known address of the employee. The employee must respond to such notice within three (3) days of receiving it or possibly lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

### **Section 5**

Employees on the recall list shall have the right to return to a vacancy in their former job classification or to a similar classification for which they are qualified providing no other employee with greater seniority is not promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position.

**Section 6 Salary Policy on Recall**

- a) Employees recalled to their former position or to a position having the same salary range shall receive the current salary for the position.
- b) Employees recalled to a position which has a lower salary range than their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled.

In cases where the former salary is higher, they shall be paid the maximum rate for the lower position.

- c) The foregoing salary policy shall also apply in the case of demotions due to lay-offs and other circumstances.

**Section 7 Severance Pay**

Severance pay shall be paid to employees who have service of one (1) year and more with the Company, who are terminated due to consolidation, reduction of office staff, suspension of business or changes in procedures.

The amount of severance pay shall be two (2) weeks at the employee's current regular salary for each year of service, to a maximum of ten (10) years of service and three (3) weeks for over ten (10) years of service to a maximum of twenty (20) years of service. Severance pay shall be pro-rated for part-time employees.

**ARTICLE 14 — SENIORITY**

**Section 1**

Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.

**Section 2**

Seniority shall mean length of continuous service with the Company and its predecessors, as a Union member, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

**Section 3 Full-Time List**

Regular full-time employees shall have their seniority records kept on the full-time list in order of original date of employment. A full-time regular employee shall have the right to decline to bid on a full-time position for two consecutive semi-annual shift bids but shall continue to retain his/her full-time seniority for shift bid and service purposes only.

In all other respects the person shall be considered part-time or casual as determined by the shift bid or the individual's written request to be considered casual.

Failure to bid a full-time position on the third consecutive shift bid will result in the loss of full-time seniority.

Upon the loss of full-time status, an employee's years of service will be converted to hours at a rate of 2,000 hours per year, rounded to the nearest month at 173 hours per month for accrual purposes.

Vacation accrual during the bid-down period shall be calculated on a percentage basis only regardless of when the vacation is taken.

**Section 4 Part-Time/Casual List**

Regular part-time and casual employees shall accrue seniority on the basis of the hours worked in accumulation.

Such seniority records shall be kept on a separate part-time/casual seniority list which shall be subordinate to the regular (full-time) list.

**Section 5 Part-Time Employees**

Any part-time employee with the seniority and the ability can take a regular job if it should become vacant. Part-time seniority may be used for purposes of promotions, lateral transfers, demotions due to reductions of staff exercising "bumping privileges", bidding on the semi-annual posting and on temporary shifts and to be called according to seniority to fill individuals shift openings as and when they arise.

**Section 6 Casual Employees**

Any casual employee with the seniority and ability can take a regular job if it should become vacant. Casual seniority may be used for purposes of promotions, lateral transfers, demotions due to reductions of staff exercising "bumping privileges", bidding on the semi-annual posting and on temporary shifts and to be called according to seniority to fill individuals shift openings as and when they arise.

**Section 7**

Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the bargaining unit for purposes of seniority credit.

**Section 8**

An employee laid-off and placed on the recall list under Article 13, Section 1, will retain but will not accumulate seniority during the period of lay-off.

**Section 9**

An employee on leave of absence under Article 9 or Article 10, will continue to accrue seniority during such leave of absence.

## **Section 10**

Within the office, the Company shall post and maintain separate seniority listings for the regular full-time and the part-time/casual employees. Such up-to-date listings will be posted as of January 1st and July 1st of each year, with copies of each current list provided to the Union by the Company.

Any employee wishing to protest his/her seniority must do so by formally reducing his/her protest to writing and submitting same to the Company and the Union within thirty (30) days of the posting of the said listings.

## **ARTICLE 15 — DISCHARGE AND TERMINATION**

### **Section 1**

It is hereby agreed that the Company has the right to discharge an employee for reasonable and sufficient cause. The Company agrees to advise the Union of any such discharge and the reasons therefore at time of such action.

It recognized, by the parties, that consistent refusal of casual work may result in termination.

### **Section 2**

If an employee is to be terminated, except as provided in Section 1 above, said employee shall receive two (2) weeks notice prior to the date of termination, or two (2) weeks wages in lieu of notice. If notice is given prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits. The employee where possible, shall give the Company two (2) weeks notice of intention to terminate service.

### **Section 3**

If upon joint investigation by the Union and the Company, or by decision of an Arbitration Board so appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority or rank, and shall suffer no reduction in salary or reinstated with discipline as substituted by the arbitration board. Compensation for salary lost by such employee shall be as mutually agreed between the Company and the Union or as determined by arbitration.

## **ARTICLE 16 — TECHNOLOGICAL OR PROCEDURAL CHANGES**

### **Section 1**

The Company will provide the Union with at least three (3) months notice of intention to introduce automation, equipment or procedures and/or mergers with other Companies which might result in displacement or reduction of personnel or in changes of job classification.



## **Section 2**

In cases where employees are not trainable for available positions or where other positions with the Company are not available, the employees may elect for termination of employment or may elect to be placed on the recall list. An employee on recall under this Section, shall receive all the benefits which he/she had accrued during employment at the end of the recall period, or at such earlier time as he/she may elect to terminate.

## **Section 3**

A specified extension of the recall period, where recall is applied under Section 2 above, may be mutually agreed by the employee and the Company, subject to written approval by the Union.

## **Section 4**

Severance pay as provided for in Article 13, Section 7, shall be due and payable to a displaced employee, immediately upon separation in addition to two (2) weeks notice or pay, in lieu of such notice, as defined in Article 15, Section 2, and all vacation allowances to which the employee may be entitled.

## **Section 5**

The Company agrees to guarantee employment for a minimum of twelve (12) full-time employees during the term of this Agreement. Such employment shall be determined in accordance with the semi-annual shift bid (Article 12, Section 7).

## **Section 6**

The Company agrees to supply full and complete information to the Union as may be required to ensure the proper operation of this Article.

## **ARTICLE 17 — GENERAL**

### **Section 1**

Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.

### **Section 2**

Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

### **Section 3 Picket Lines**

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

#### **Section 4 Bulletin Boards**

A Bulletin Board will be made available to the Union in the office for the purpose of posting Union notices relating to meetings and general Union activities. A copy of each notice shall be submitted to the Company before being posted. This Bulletin Board shall be used for notices by the Company or the Union.

#### **Section 5 Health and Safety**

The Company agrees to provide a safe, properly lighted, heated and ventilated place of work with restrooms and first aid facilities as required by applicable federal and provincial statute.

The Company further agrees to provide a healthful work environment for all employees (and proper protection for pregnant female employees where V.D.T.'s or similar technology is on the Company's premises).

#### **Section 6 Pay Cheques**

All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, wages earned by such employees by midnight of the Saturday preceding such bi-weekly pay day. All regular pay will be issued by direct deposit to the employee's bank of choice. Pay shall be deposited to the Central Clearing House for Banking no-later than midnight on the following Wednesday. Employees will receive a statement no later than 4:00 pm on the day of deposit to the Central Clearing House for Banking unless a Statutory Holiday occurs in that succeeding week, in which case pay statement shall be delivered no-later than Thursday 4:00 pm.

It is agreed that should an error been made the employee can request a cheque for the deficiency and be paid expeditiously.

#### **Section 7**

Management personnel and shareholders are allowed to serve as Calltaker, Chief Calltaker, and/or Voice Channel Operator only on an emergency until a qualified employee arrives or during a sudden, unexpected surge in business or not more than two (2) hours duration.

#### **Section 8**

A Labour Management Relations Committee shall be appointed consisting of Representatives from the Union and the Employer. The Committee shall meet on the request of either Party for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the Union and the Employer. Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked. Minutes of all meetings will be kept on file.

#### **Section 9 Disciplinary Letters**

All Disciplinary Letters in an employee's file will be expunged after twenty-four (24) months without further incident.

Any employee will be given the opportunity on ten (10) calendar days notice to the Employer to review their personnel file.

**Section 10**

The Employer will arrange to install an intercom – electric lock system to allow access by the front door to employees reporting to work during the period that the front door is normally locked.

**Section 11 VDT'S**

It shall be the Employer's responsibility to ensure that the VDT equipment meets all the WCB and Federal Government safety standards.

**Section 12**

The Employer agrees to keep all office furniture and fixtures in good state of repair and working condition. This shall be subject to review as needed by the OHS Committee.

**Section 13 Training**

The Employer may assign a person (employees) to train but they have the first right of refusal based on seniority. The least senior person cannot refuse to provide training as requested by the Employer.

**Section 14 Transportation**

The Employer is going to look at this in-house and establish some parameters on call-in's but it would not apply to anyone bidding on a shift.

**Section 15**

The Employer will provide a proper training period of up to three (3) days for employees on a one-on-one basis with the trainer. When training is in progress the trainer's position will be covered by backfilling. Determination to backfill for the trainer shall be done by decision between the trainer and the Dispatch Manager.

**Section 16**

The Company agrees to provide dispatch employees with parking on the Company parking lots.

**Section 17 Electronic Surveillance/Monitoring**

The Employer agrees to provide the Union with notice of equipment and facilities which have the capability of monitoring and/or measuring an individual employee and/or group. Electronic surveillance equipment such as closed circuit television or camera equipment or otherwise shall not be used by the Employer for surveillance of employees while at work, except in cases involving illegal activity, and such equipment shall not be installed for any purpose in the employee's lunch rooms, rest areas or personal hygiene facilities.

The electronic equipment is used to verify appropriate individuals on premises, verify substance of employee complaints, to deter thefts and provide safety.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

### **Section 1**

"Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Company and any employee or employees bound by this Collective Agreement, or between the Company and the Union.

### **Section 2**

Grievances or complaints shall be settled in the following manner:

- a) If the employee has a complaint against the Company, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- b) If the Company or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

#### **STEP 1:**

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance.

The employee must be accompanied by an Office Steward or Representative of the Union.

#### **STEP 2:**

If the grievance is not satisfactorily settled at Step 1, the employee and Office Steward or Representative shall submit the grievance, in writing, to the Office Manager or the Personnel Manager as designated by the Company, within the next ten (10) working days.

#### **STEP 3(a):**

If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days, to the Representative(s) of the Union and the Representative(s) of the Company. Failing settlement within a further ten (10) working days of receipt of notice, the dispute shall be referred to arbitration, as set forth in Article 19.

#### **STEP 3(b):**

In the event a grievance is initiated by the Company or the Union, the Party initiating the grievance shall notify the other Party, in writing, of the nature of the dispute, and such notice shall be given within five (5) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time.

Failing settlement within ten (10) working days of receipt of notice, the dispute may be referred to arbitration, as set forth in Article 19 or 20.

### Section 3

The time limits set forth in this Article may be extended by mutual agreement between the Union and the Company.

## ARTICLE 19 — ALTERNATE DISPUTE RESOLUTION NON-BINDING

### Section 1

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 Vince Ready and Ken Albertini, or a substitute agreed to by the Parties, shall at the request of either Party:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

### Section 2

In the event it becomes available from the Mediation Services Branch the Union and the Company agree to avail themselves of preventative mediation.

### Section 3

Notwithstanding the other processes outlined in this Article, the parties may agree to participate in an alternate dispute resolution process. The process employs the caucus model and may be changed by mutual agreement of the parties.

The parties recognize that there are times when an expedited arbitration may be desirable, and therefore, agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 18 of the Collective Agreement.

- a) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- b) The parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.
- c) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.
- d) The offices of COPE 378 or Yellow Cab will be used for the process on an alternating basis.

- e) The Union will designate and use an elected officer or Union representative. The Employer will use employees of their Employer Relations Department. Legal counsel will not be used during the hearing by either party.
- f) The parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.
- g) The parties and the Arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.
- h) Within one week of the hearing, the parties will provide an agreed statement of facts to the Arbitrator.
- i) Wherever possible the Arbitrator will attempt to mediate a settlement between the parties. The Arbitrator shall have no authority to amend or alter the terms of the Collective Agreement.
- j) In such case that the Arbitrator must write a decision, such decision shall be 1 to 5 pages long and to the point.
- k) Any decisions arising from this process shall be without precedent or prejudice to any position either party may take in the future with regard to same or similar matters. The Arbitrator will remain seized with respect to implementation, interpretation and application of the decision.
- l) Procedure Guidelines:
- m)
  1. The Opening Statement: This should basically set out the case from each party's perspective. The Arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.
  2. The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify. There shall be no grievors, managers, witnesses or supervisors to the greatest extent possible.
  3. The Argument: The parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each party to ensure that all relevant clauses are put before the Arbitrator.

4. The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with the parties to explain the framework of the Arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- n) The Mediator/Arbitrator will be selected from one of the three arbitrators selected and agreed to by the parties. Each of the parties reserves the right to require both parties to jointly terminate the relationship with the Mediator/Arbitrator. In order to exercise this right, thirty ( 30) days written notice must be provided to the other party. Such termination shall be done by letter addressed to Mr. Moore and jointly signed by the parties' representatives. The parties will attempt to find a suitable replacement as expeditiously as possible.
- o) This agreement is without prejudice to the parties' application and interpretation of Article 3.
- p) The parties will attempt to pre-schedule one (1) day hearings quarterly.

## **ARTICLE 20 — SINGLE ARBITRATOR**

### **Section 1**

As an alternative procedure to Article 19, the Parties to this Agreement may, if it is mutually agreed to do so, agree upon a Single Arbitrator as a means of settling disputes appropriate to such procedure, as follows:

### **Section 2**

The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 2, Step 3 of Article 18. The notice may set out the question(s), in the opinion of the Party seeking arbitration, to be arbitrated.

### **Section 3**

The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, or in the event one of the Parties declines the procedure, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator.

Hearings shall commence within thirty (30) working days of the appointment of the Arbitrator.

#### **Section 4**

Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen (15) working days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver his award, in writing, to each of the Parties and the award shall be final and binding on the Parties, and shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

#### **Section 5**

Each Party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and disbursements or expenses of the Arbitrator.

### **ARTICLE 21 — DURATION**

#### **Section 1**

- a) This Agreement shall be in full force and effect on and after the 1st day of July 2010, to and including the 30th day of June 2015, and shall automatically be renewed and remain in full force and effect from year to year thereafter, unless either Party serves written notice upon the other Party hereto, of intention to open the Agreement for negotiation and revision or renewal, at least sixty (60) days prior to the 30th of June 2015, or sixty (60) days prior to the 30th day of June in any year subsequent thereto. If written notice is given by a Party hereto, the other Party to the Agreement shall be required to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- b) Where such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out whichever first occurs.

#### **Section 2**

It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50(2) and 50(3) of the Labour Relations Code.



**Section 3 Severability**

In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement.

It is the express intention of the Parties hereto that all other provisions not declared invalid shall remain in force and effect.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2011

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

*Party of the First Part;*

*Party of the Second Part;*

\_\_\_\_\_  
Kulwant Sihota, President  
BC Computerized Dispatch

\_\_\_\_\_  
David Black, President  
COPE 378

\_\_\_\_\_  
Carolyn Bauer, General Manager  
BC Computerized Dispatch

\_\_\_\_\_  
Barry Hodson, Union Representative  
COPE 378

E&EO

APPENDIX "A"

**JOB CLASSIFICATIONS  
and  
HOURLY RATES**

<b>Full-Time and Part-Time Regular</b>	<b>July 1, <u>2010</u> to June 30, <u>2012</u> Hourly Wage</b>	<b>July 1, 2012 to June 30, 2013 Hourly Wage</b>	<b>July 1, 2013 to June 30, 2014 Hourly Wage</b>	<b>July 1, 2014 to June 30, 2015 Hourly Wage</b>
Calltaker 1	15.33			
Calltaker 2	16.28			
Calltaker 3	18.27			
Voice Channel Op.	22.15			
Graveyard prem.	1.00	1.00	1.00	1.00
Database prem.	2.34			
CASUALS				
Calltaker 1	14.70			
Calltaker 2	15.65			
Calltaker 3	17.60			
Voice Channel Op.	21.37			

Salary increases for the contract years starting in 2012, 2013 and 2014 will be COLA increases based on the Vancouver CPI.

Effective

July 1, 2012

July 1, 2013

July 1, 2014

COLA calculated from July 1, 2011 to June 30, 2012

COLA calculated from July 1, 2012 to June 30, 2013

COLA calculated from July 1, 2013 to June 30, 2014

## APPENDIX "B"

### MEDICAL AND SURGICAL PLAN

The Company agrees to provide the Medical Services Plan for BC as outlined below:

1. Participation in the Plan by each regular employee (including part-time regular employees who have been awarded a semi-annual shift of twenty (20) hours per week or more) covered by this Agreement is a condition of employment unless such employee is covered elsewhere under the provisions of another Health and Welfare Program.
2. Coverage for all eligible employees (and their dependants) shall commence the first month following employment.
3. Benefits shall be as outlined in the Medical Services Commission Act and Regulations.

All other benefits hereinafter listed:

1. To be Eligible for coverage the employees must meet all of the following criteria while working for the Company:
  - Are permanently employed
  - Are actively at work
  - Are regularly working at least twenty (20) hours per week
  - Are living in Canada
  - Cannot be employed on a contract or seasonal basis, unless permitted otherwise in this proposal
2. Eligible dependents of your employees:
  - Include the employee's spouse by marriage or under the formal union recognized by law, or a person of the opposite sex or of the same sex who is publicly represented as the employee's spouse. Only one person at a time can be covered as the employee's spouse.
  - Include the employee and spouse's children who are not married or in any other formal union recognized by the law, until age 21 or 25 if a full-time student, and are entirely dependent on the employee for support.
  - Excludes those who are hospitalized on the date their coverage would otherwise have begun under this plan (coverage will commence following their release from the hospital).
  - Must live in Canada
3. Other eligibility requirements applicable to your employees and their dependents:
  - To qualify for Extended Health Care coverage, an insured must also be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.
  - SERVICE WAITING PERIOD – three (3) months of continuous employment.

- Refusal of Extended Health Care and Dental is allowed when duplicate coverage exists for an insured; all other benefits are available as a package and cannot be individually selected by the employees.
  - Basic earnings are the employee's salary from the Employer not including any bonus, overtime or incentive pay with the exception of Short Term Disability when these amounts are needed to conform with Employment Insurance Regulations.
4. Survivor Benefit - Dependent coverage continues for twenty-four (24) months without premiums after an employee's death.

### **EMPLOYEE LIFE**

<u>Amount of coverage</u>	<u>\$15,000</u>
<u>Coverage reduced</u>	<u>By 50% at age 65</u>
<u>Coverage ends</u>	<u>When employee retires or reaches age 70, whichever is earlier</u>
<u>Conversion</u>	<u>Maximum - \$200,000 or higher if required due to Provincial Legislation</u>
<u>Waiver premium</u>	<u>Automatic approval when LTD approved by (Sun Life); otherwise, any occupation and six (6) month elimination period applies</u>

### **ACCIDENTAL DEATH and DISMEMBERMENT**

<u>Amount of coverage</u>	<u>Equal to Employee Life coverage</u> <u>Dismemberment from 25% to 200% of insured depending on loss</u>
<u>Additional coverage</u>	<u>Repatriation &amp; Rehabilitation – maximum - \$10,000 each Spouse</u> <u>Occupational Training, Child Education &amp; Family Transportation -</u> <u>maximum \$5,000 each</u>
<u>Conversion</u>	<u>Maximum - \$200,000, or higher if required due to Provincial</u> <u>Legislation, only available with Life Conversion</u>
<u>Waiver of Premium</u>	<u>Automatic approval when Employee Life waiver of Premium</u> <u>approved</u>
<u>Exclusions</u>	<u>Accidents caused by self-inflicted injuries, drug overdose, Carbon</u> <u>monoxide inhalation, suicide, flying unless solely as a passenger,</u> <u>parachuting, criminal offences, Civil commotions, riots, insurrections</u> <u>or through the Armed Forces</u>
<u>Common accident</u>	<u>\$3,000,000 aggregate liability from all AD &amp; D losses on The Plan</u>

## SHORT – TERM DISABILITY

<u>Amount of coverage</u>	<u>70% of weekly basic earnings, Maximum benefit - \$800</u>
<u>Payments begin</u>	<u>Accident – 1<sup>st</sup> day of total disability</u> <u>Illness – 8<sup>th</sup> day of uninterrupted total disability</u>
<u>Payment basis</u>	<u>Calendar days – 1/7<sup>th</sup></u>
<u>Definition of total disability</u>	<u>The employee's own occupation</u>
<u>Offsets – Direct</u>	<u>Motor vehicle insurance, other group plans, salary</u> <u>Continuance</u> <u>All source maximum – 85%</u>
<u>Recurrent disability</u>	<u>Two (2) weeks</u>
<u>Rehabilitation</u>	<u>100% all source maximum benefit period</u>
<u>Maximum benefit period</u>	<u>Seventeen (17) weeks</u>
<u>Payment frequency</u>	<u>Weekly</u>
<u>Tax status</u>	<u>Taxable benefit</u>
<u>Coverage ends</u>	<u>When employee retires or reaches 70, whichever is earlier</u>
<u>Exclusions</u>	<u>Self-inflicted injuries, attempted suicide, criminal offences, riots,</u> <u>insurrections, civil commotions, hostile actions of any armed forces,</u> <u>imprisonment or if benefits are payable under any Worker's</u> <u>Compensation Act or similar legislation</u>

## LONG - TERM DISABILITY

<u>Amount of coverage</u>	<u>66.67% of monthly basic earnings</u> <u>Maximum benefit - \$2,000</u>
<u>Payments begin</u>	<u>After a four (4) month elimination period of total disability</u>
<u>Maximum benefit period</u>	<u>Two (2) years or when the employee reaches age 65, whichever is</u> <u>earlier</u>
<u>Payment basis</u>	<u>Calendar days – 1/30<sup>th</sup></u>
<u>Definition of total disability</u>	<u>First 2 years – the employee's own occupation</u> <u>Afterwards – any occupation</u>

<u>Partial disability</u>	<u>Own occupation period; 100% all source</u>
<u>Recurrent disabilities</u>	<u>Six (6) months</u>
<u>Rehabilitation</u>	<u>100% all source maximum</u>
<u>Offsets</u>	<u>Direct – the gross amount of: Employee CPP/QPP, WSIB/CSST, motor vehicle insurance, other group plans, Association plans employer funded retirement plan And any other government plan Indirect – Criminal injuries Compensation Act All source maximum – 85%</u>
<u>Survivor benefit</u>	<u>Three (3) times the employee’s last monthly Long – Term Disability payment</u>
<u>Exclusions</u>	<u>Disabilities caused by self-inflicted injuries, attempted suicide, criminal offences, riots, insurrections, Civil commotions, hostile actions of any armed forces or when imprisoned</u>
<u>Pre – existing condition</u>	<u>Thirteen (13) weeks if treatment free, otherwise 12 months</u>
<u>Tax status</u>	<u>Taxable benefit</u>
<u>Coverage ends</u>	<u>When employee retires or reaches age 65, whichever is earlier</u>

### **EXTENDED HEALTH CARE**

<u>Benefit year equals</u>	<u>Calendar year</u>
<u>Deductible per benefit year</u>	<u>Individual - \$25 / Family - \$50 Does not apply to in-province-hospital, drugs and vision care</u>
<u>Reimbursement level</u>	
<u>In-province hospital</u>	<u>100% - semi-private hospital room Convalescent hospital - \$20 per day for a maximum of 180 days</u>
<u>Prescription drugs</u>	<u>80% - drug card plan 64 Positive enrolment – claims paid only for enrolled Dependants, maximum \$10,000 per person each benefit year</u>
<u>Includes:</u>	<u>Fertility drugs – lifetime maximum \$2,400 Over the counter vaccines</u>
<u>Excludes:</u>	<u>Smoking cessation products Over-the-counter drugs Sexual dysfunction drugs</u>

<u>Out-of-province expenses</u>	<u>Emergency services – 100%</u> <u>Referred services – 80%</u> <u>Subject to a 60 day limit per trip</u> <u>Expenses incurred for emergency services outside of</u> <u>Canada are subject to a lifetime maximum of \$3,000,000</u> <u>Per person or, if lower, the plan lifetime maximum as specified</u> <u>below</u>
<u>Medical services &amp; equipment 80%</u>	<u>Private duty nurse – maximum \$25,000 over three (3) benefit years</u> <u>Hearing aids – maximum \$500 over five (5) benefit years</u> <u>Ambulance services, emergency dental services, some laboratory</u> <u>tests, diabetic supplies, oxygen and specific medical supplies and</u> <u>equipment</u> <u>Orthotic inserts – maximum \$300 per benefit year</u> <u>Orthopaedic shoes – maximum \$500 per benefit year</u> <u>Glucometers – lifetime maximum \$700</u> <u>Eye exams – one (1) over two (2) benefit years, per visit maximum -</u> <u>reasonable and customary</u>
<u>Paramedical services</u>	<u>80% - maximum of \$300 per benefit year for each specialty</u> <u>Per visit limit – reasonable and customary</u>
<u>Includes:</u>	<u>Physiotherapist, osteopath, podiatrist/chiropractist, chiropractor,</u> <u>speech therapist, acupuncturist, naturopath, audiologist, dietician,</u> <u>occupational therapist, psychologist/social worker and massage</u> <u>therapist</u>
<u>Vision care</u>	<u>100% - maximum of \$200 in any twelve (12) month period for a</u> <u>person under age 18 or in any twenty-four (24) month period for any</u> <u>other person</u> <u>Eyeglasses, contact lenses or laser eye correction surgery</u>
<u>Lifetime maximum</u>	<u>Unlimited</u>
<u>Emergency Travel Assistance</u>	<u>Sixty (60) days per trip travel limitation</u>
<u>Total disability coverage</u>	<u>Maximum of ninety (90) days after coverage ends</u>
<u>Conversion</u>	<u>Included</u>
<u>Coverage ends</u>	<u>When employee retires or reaches age 75, whichever is earlier</u>
 <b><u>DENTAL</u></b>	
<u>Benefit year equals</u>	<u>Calendar year</u>

<u>Plan design</u>	<u>Multident plus</u> <u>Recall frequency – six (6) months</u> <u>Composite white fillings – all teeth</u> <u>Peridental scaling – 10 units</u> <u>Fluoride – all insureds</u>
<u>Deductible</u>	<u>None</u>
<u>Reimbursement level</u>	
<u>Preventive procedures</u>	<u>100% - Exams, x-rays, lab tests, cleanings, scaling, fluoride, disking (under age 19), oral hygiene instruction and space maintainers</u>
<u>Basic procedures</u>	<u>100% - fillings, extractions, pit and fissure sealants (under age 19), root canals, local anesthesia, gum Surgery and repairs, relining and rebasing of dentures</u>
<u>Major procedures</u>	<u>50% - Crowns, veneers, fixed bridges, dentures, inlays, onlays and gold foil restorations</u> <u>Missing tooth limitation – applies</u>
<u>Benefit year maximum</u>	<u>Preventive, Basic and Major procedures - \$3,000 per person</u>
<u>Lifetime maximum</u>	<u>TMJ - \$1,000 per person</u>
<u>Fee guide</u>	<u>The fee guide for general practitioners in the employee's province of residence</u>
<u>Adjudication basis</u>	<u>Least expensive alternative procedure</u>
<u>Coverage ends</u>	<u>When employee retires or reaches age 75, whichever is earlier</u>



**LETTER OF UNDERSTANDING #1**

BETWEEN:

BC COMPUTERIZED DISPATCH COMPANY LIMITED

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378

The Employer will maintain, as required by WCB, a First-Aid Attendant who will be paid fifty cents (50¢) per hour premium.

It is understood that the First-Aid Attendant who receives the fifty cents (50¢) per hour premium shall be awarded on the basis of seniority and will be paid to that employee only.

This Letter of Understanding will remain in full force and effect from agreement to agreement unless amended by the collective bargaining.

Signed at Vancouver, BC this 1<sup>st</sup> day of July, 2006.

SIGNED ON BEHALF OF THE EMPLOYER  
*Party of the First Part;*

SIGNED ON BEHALF OF THE UNION  
*Party of the Second Part;*

"Original signed"  
John Palis, President

"Original signed"  
Barry Hodson, Union Representative  
COPE 15

"Original signed"  
Hamid Zamanisadr, Controller

"Original signed"  
Sheila Morrison, Secretary Treasurer  
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