

**COLLECTIVE AGREEMENT**

**Between**

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

**(EMPLOYER)**

**and**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW)  
ON BEHALF OF LOCAL UNION 2009**

**(UNION)**



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## Article 1 - Parties

### **1.01 Parties To The Agreement**

This Agreement is made and entered into by and between:

CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION, LOCAL 378

(hereinafter termed the "Employer")

PARTY OF THE FIRST PART

- and -

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
ON BEHALF OF LOCAL UNION 2009

(hereinafter termed the "Union")

PARTY OF THE SECOND PART

as evidenced by signature(s) of their duly authorized representative(s) hereinafter affixed.

## Article 2 - Preamble

### **2.01 Purpose Of Agreement**

It is the intent of the Parties through this Agreement to:

- (a) Establish and maintain harmonious relations between the Employer and the Union and between the Employer and its Employees represented by the Union;
- (b) Establish and maintain mutually satisfactory terms and conditions of employment for Employees of the Employer who are subject to the provisions of this Agreement;
- (c) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;
- (d) Establish and maintain collective bargaining relations between the Employer and the Union.

## Article 3 - Interpretation

### **3.01 Interpretation**

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia and Canada.

### **3.02 Headings**

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

### **3.03 Gender/Singular And Plural**

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun, and vice versa, and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

### **3.04 Incorporated Documents**

All Letters of Understanding and other appendices to this Agreement signed by and between the Employer and the Union shall be deemed to form part of this Agreement as if set forth in full herein in writing, and shall so apply.

## **Article 4 - Definitions**

The following definitions shall apply throughout this Agreement, unless in a given context there is an alternative meaning for a particular word or phrase which is clearly and unequivocally expressed, in which case such alternative meaning shall prevail:

### **4.01 Administrative Component**

The definition of "Administrative Component" shall be as given in Clause 5.02(c)(iii).

### **4.02 Agreement**

"Agreement" means this Collective Agreement and all documents incorporated by reference in accordance with Clause 3.04 or any other provisions of this Agreement.

### **4.03 Anniversary Date**

"Anniversary Date" means the calendar date which recurs at exactly one (1) year intervals subsequent and identical to an Employee's date of employment by the Employer within the bargaining unit, except as expressly provided otherwise by this Agreement.

### **4.04 Authorized Variation**

"Authorized Variation" means a change to an otherwise applicable standard, as defined in Clause 4.65 below, which is mutually agreed between the Employer and the Union within the range of variation expressly allowed by this Agreement.

### **4.05 Bargaining Unit**

"Bargaining Unit" means all persons for whom the Union holds certification issued by the Labour Relations Board of British Columbia, or any of its predecessors or successors, to act as bargaining agent, subject to Clause 5.02 and all other applicable provisions of this Agreement.

### **4.06 Bargaining Unit Work**

"Bargaining Unit Work" means all work functions which are subject to the jurisdiction of the Union by virtue of the certification issued to the Union by the Labour Relations Board of British Columbia, or any of its predecessors or successors, and/or by virtue of the express provisions of this Agreement.

### **4.07 Base Hourly Rate**

"Base Hourly Rate" means the hourly amount paid to an Employee, exclusive of any vacation, Paid Holiday, overtime, premium or other penalty pay, etc. calculated in accordance with either Clause 13.08(c) or Letter Of Understanding No. 2, Paragraph (5), as applicable. (For an exception to exclusion of premium pay, see Clause 17.05(d).)

#### **4.08 Base Rate**

"Base Rate" means the bi-weekly or monthly salary (per Appendix "A"), as the case may be, paid to an Employee, exclusive of any vacation, Paid Holiday, overtime, premium or other penalty pay, etc. (For an exception to the foregoing, see Clauses 13.09(2) and 17.05(d).)

#### **4.09 Blue Circle Salary Treatment**

"Blue Circle Salary Treatment" means that an Employee's base rate will be maintained above the maximum of the base rate for a given job and that his or her base rate will be increased by all subsequent scheduled salary increases. Blue Circle Salary Treatment shall cease when an eligible Employee is permanently promoted into a job with a maximum base rate which is higher than the Employee's base rate immediately prior to the promotion.

#### **4.10 Bumping**

The definition of "Bumping" shall be as given in Clause 39.08.

#### **4.11 Calendar Month**

"Calendar Month" is one (1) of January, February, March, April, May, June, July, August, September, October, November or December in any calendar year, as the case may be. Each of these calendar months shall be deemed to include the total number of days in that month as prescribed by the calendar.

#### **4.12 Calendar Week**

"Calendar Week" means a period of seven (7) consecutive days commencing at 00:01 Monday and ending at 24:00 Sunday, inclusive.

#### **4.13 Calendar Year**

"Calendar Year" means the continuous time period between January 1 and December 31, inclusive, in any year.

#### **4.14 Call-Out**

The definition of "Call-Out" shall be as given in Clause 16.10(a).

#### **4.15 Component**

The definition of "Component" shall be as given in Clause 5.02(c)(i).

#### **4.16 Continuous Service or Continuous Employment**

"Continuous Service" or "Continuous Employment" means the uninterrupted period of time between an Employee's date of hire and the Employee's date of termination, inclusive, during which the Employee is considered, in accordance with the express provisions of this Agreement, to remain an Employee covered by this Agreement.

#### **4.17 Day**

"Day" means the continuous time period between 00:01 and 24:00, inclusive, except as expressly provided otherwise by this Agreement.

#### **4.18 Day in Lieu**

"Day in Lieu" means a day other than the actual day of occurrence of a specified Paid Holiday, as defined in Clause 20.01, on which that specified Paid Holiday is observed in accordance with the applicable provisions of this Agreement.

**4.19 Demotion**

"Demotion" means a move by an Employee from a job in a higher job group or a job with a higher maximum salary to a job in a lower job group or a job with a lower maximum salary.

**4.20 Displacement**

The definition of "Displacement" shall be as given in Clause 39.02(a).

**4.21 Employer**

"Employer" means the Canadian Office and Professional Employees Union, Local 378, its duly authorized representatives and any of its predecessors or successors as provided by this Agreement, or in law.

**4.22 Employee**

"Employee" means a person employed by the Employer within the jurisdiction of the Union who is subject to the terms and conditions of this Agreement.

**4.23 Full Time Regular Employee**

The definition of "Full Time Regular Employee" shall be as given in Clause 8.01.

**4.24 Full Time Temporary Employee**

The definition of "Full Time Temporary Employee" shall be as given in Clause 9.01.

**4.25 Grievance**

The definition of "Grievance" shall be as given in Clause 37.01.

**4.26 Grieving Party**

"Grieving Party" means the Party to this Agreement who raises, or initiates, a Grievance.

**4.27 Gross Earnings**

"Gross Earnings" means all money paid to an Employee as salary, overtime pay, premium or other penalty pay, Paid Holiday pay, vacation pay, paid leaves of absence, Workers' Compensation payments and supplements, paid sick leave, and long term disability benefits during a given calendar year, or such shorter period of time as may be defined in this Agreement.

**4.28 Immediate Family**

The definition of "Immediate Family" shall be as given in Clause 24.05(a).

**4.29 Income**

"Income" means all money to which an Employee is entitled pursuant to this Agreement by virtue of his or her employment by the Employer.

**4.30 Job Value Grievance**

The definition of "Job Value Grievance" shall be as given in Clause 12.05.

**4.31 Lateral Transfer**

"Lateral Transfer" means a move to a new job which is neither a promotion nor a demotion as defined in this Agreement.

**4.32 Layoff**

The definition of "Layoff" shall be as given in Clause 39.02(b).

**4.33 Lieu Day (Day Off In Lieu)**

"Lieu Day" ("Day Off In Lieu") means a day off work in lieu of a Paid Holiday per Clause 20.03, or a day off work in lieu of some other applicable entitlement under this Agreement.

**4.34 Long Term Disability**

The definition of "Long Term Disability" shall be as given in Clause 23.06.

**4.35 Month**

"Month" means a continuous period of thirty and one-half (30 1/2) days, except as expressly provided otherwise by this Agreement.

**4.36 New Procedure**

The definition of "New Procedure" shall be as given in Clause 40.02.

**4.37 Overtime**

The definition of "Overtime" shall be as given in Clause 16.01.

**4.38 Overtime Bank**

The definition of "Overtime Bank" shall be as given in Clause 16.11.

**4.39 Paid Holiday(s)**

The definition of "Paid Holiday(s)" shall be as given in Clause 20.01.

**4.40 Party**

"Party" means one (1) of the Parties to this Agreement, either the Employer or the Union, as the case may be.

**4.41 Parties**

"Parties" means the Employer and the Union who are signatories to this Agreement.

**4.42 Pay**

"Pay" means income as defined in Clause 4.29 above.

**4.43 Permanent Headquarters**

The definition of "Permanent Headquarters" shall be as given in Clause 18.01.

**4.44 Permanent Promotion**

"Permanent Promotion" means a promotion, as defined in Clause 4.49 below, in respect of a Full Time Regular position, which is obtained through the job posting procedure specified in Article 14. An Employee who obtains a permanent promotion in accordance with the applicable provisions of this Agreement shall be deemed to be "permanently promoted".

**4.45 Personal Harassment**

The definition of "Personal Harassment" shall be as given in Clause 31.01(b).

#### **4.46 Probationary Employee**

"Probationary Employee" means an Employee who is subject during the initial period of his or her employment by the Employer to a probation period, as defined in Clause 4.47 below, in accordance with Article 10, but who has not completed such probation period.

#### **4.47 Probation Period**

The definition of "Probation Period" shall be as given in Clause 10.01.

#### **4.48 Union Representative Component**

The definition of "Union Representative Component" shall be as given in Clause 5.02(c)(ii).

#### **4.49 Promotion**

"Promotion" means a move by an Employee from a job in a lower job group to a job in a higher job group or a move by an Employee from a job with a lower maximum salary to a job with a higher maximum salary.

#### **4.50 Rate of Pay**

"Rate of Pay" means either an Employee's base hourly rate of pay, as defined in Clause 4.07 above, or an Employee's base rate of pay, as defined in Clause 4.08 above, depending on the context.

#### **4.51 Recuperation Period**

The definition of "Recuperation Period" shall be as given in Clause 16.09(a).

#### **4.52 Reduced Work Week Leave ("RWWL")**

The definition of "Reduced Work Week Leave" ("RWWL") shall be as given in Clause 25.10.

#### **4.53 Relocation**

"Relocation" means the movement of an Employee from one (1) geographic location to another involving a change in his designated permanent headquarters as defined in Clause 18.01.

#### **4.54 Resignation**

"Resignation" means a voluntary written notice from an Employee to the Employer indicating that the Employee is terminating his or her services on the date specified in the notice.

#### **4.55 Rest Day (Day of Rest)**

"Rest Day" ("Day of Rest") means a day on which an Employee is not ordinarily required to work, other than a Paid Holiday, vacation or leave of absence.

#### **4.56 Salary**

"Salary" means an Employee's base rate as defined in Clause 4.08 above.

#### **4.57 Scheduled Day Off Work**

"Scheduled Day Off Work" means any day on which an Employee is entitled under this Agreement to be absent from work including, but not limited to, days of rest, lieu days, scheduled RWWL, banked overtime taken as scheduled time off work, annual vacation or approved leave of absence including, but not limited to, leave for the purposes of Workers' Compensation, sickness or long term disability.

**4.58 Scheduled Hours of Work**

"Scheduled Hours of Work" means the time during which an Employee is required or assigned by the Employer to be at work in accordance with either the applicable standard daily or weekly hours of work, or an authorized variation, as defined in this Agreement, subject to any applicable work breaks under this Agreement.

**4.59 Scheduled Overtime**

The definition of "Scheduled Overtime" shall be as given in Clause 16.01(b).

**4.60 Seniority**

The definition of "Seniority" shall be as given in Clause 11.01.

**4.61 Service**

"Service" means the length of an Employee's continuous employment with the Employer for seniority purposes under this Agreement, except as expressly provided otherwise by this Agreement.

**4.62 Shift**

"Shift" means the scheduled hours of work, as defined in Clause 4.58 above, which are established for an Employee in accordance with the applicable provisions of this Agreement for one (1) work day, as defined in Clause 4.72 below.

**4.63 Sick Leave**

The definition of "sick leave" shall be as given in Clause 23.01.

**4.64 Sexual Harassment**

The definition of "sexual harassment" shall be as given in Clause 31.01(c).

**4.65 Standard**

"Standard" means the condition specified in this Agreement which shall apply unless the Employer and the Union mutually agree on an authorized variation as defined in Clause 4.04 above.

**4.66 Technological Change**

The definition of "Technological Change" shall be as given in Clause 40.03.

**4.67 Telephone Consultation**

The definition of "Telephone Consultation" shall be as given in Clause 16.13.

**4.68 Temporary Promotion**

"Temporary Promotion" means a promotion as defined in Clause 4.49 above which is for a temporary period of twelve (12) continuous months or less, or for such extended temporary period(s) as may be mutually agreed in writing between the Employer and the Union, commencing from the time of such promotion, for the purpose of replacing an incumbent Employee who is absent for any reason.

**4.69 Union**

"Union" means the United Steelworkers, Local 2009, its duly authorized representatives and any of its predecessors or successors as provided by this Agreement or in law.



**4.70    **Unscheduled Overtime****

The definition of "Unscheduled Overtime" shall be as given in Clause 16.01(c).

**4.71    **Week****

"Week" means any period of seven (7) consecutive days commencing at 00:01 on the first day and ending at 24:00 on the last day.

**4.72    **Work Day****

"Work Day" means a day on which an Employee has scheduled hours of work, as defined in Clause 4.58 above, commencing when the Employee starts work, subject to Article 15 and all other applicable provisions of this Agreement.

**4.73    **Work Leadership Responsibilities****

The definition of "Work Leadership Responsibilities" shall be as given in Letter Of Understanding No. 2 (Re: Work Leadership Responsibilities).

**4.74    **Work Place (Work Location)****

"Work Place" ("Work Location") means any and all geographic locations or sites where any Employees perform any bargaining unit work which is subject to this Agreement.

**4.75    **Work Week****

"Work Week" means any period of one (1) week during which an Employee is scheduled, required or otherwise assigned, in accordance with this Agreement, to work a defined number of work days.

**4.76    **Vacation****

"Vacation" means paid time off work for holiday purposes earned by an Employee for each year of continuous service, subject to Article 21 and all other applicable provisions of this Agreement.

**4.77    **Year****

"Year" means any consecutive period of three hundred sixty-five (365) days or, in the case of a leap year, three hundred sixty-six (366) days.

**Article 5 - Union Recognition, Bargaining Unit Description and Application Of Agreement**

**5.01    **Union Recognition****

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Employees of the Employer described in a Certification issued to the Office And Professional Employees' Union on July 17, 1984, as amended and varied by declaration of successor status on December 1, 1992, and which are those employees engaged as Union Representatives, assistant Union Representatives, job evaluation appeal officers and other staff specialists, including the secretarial and support staff and any changes to such Certification as may be made from time to time by the Labour Relations Board of British Columbia or any of its successors, but excluding those persons expressly excluded by the Labour Relations Board of British Columbia, or any of its successors.

## 5.02 Bargaining Unit Description

### (a) Bargaining Unit Defined

The bargaining unit in respect of the Employer shall include all persons who perform any of the work functions within the scope of this Agreement for or on behalf of the Employer and a person who performs any of these work functions shall be subject to Union jurisdiction and this Agreement, regardless of job title or classification, except as expressly provided otherwise by this Agreement.

### (b) New Jobs Included In Bargaining Unit

New positions or jobs established by the Employer, and covered by the Union's certification, shall be included in the bargaining unit unless specifically excluded by mutual agreement of the Employer and the Union or expressly excluded by order of the Labour Relations Board of British Columbia or any of its successors.

### (c) Components

#### (i) Components Defined

The bargaining unit shall be divided into four (4) components, namely, the Union Representative Component, the Administrative Component, the Finance Component and the Legal Component. Each job in the bargaining unit shall be placed in one (1) of these components, depending upon the nature of the work performed.

#### (ii) Union Representative Component Defined

In general, Employees who perform professional, technical or specialist work functions which are within the scope of the Union and which involve labour relations, job evaluation, communications, research, and/or union organizing expertise shall be included in the Union Representative Component of the bargaining unit. Without limiting the generality of the foregoing, the following jobs are mutually agreed as being included in the Union Representative Component:

- Senior Union Representative;
- Union Representative;
- Job Evaluation Appeals Representative;
- Director of Communications
- Communications Officer;
- Organizer;

and any work leader, assistant or trainee positions which are established in accordance with this Agreement relative to the above named jobs.

#### (iii) Administrative Component Defined

In general, Employees who perform administrative work functions which are within the scope of the Union and which involve clerical, secretarial, and/or receptionist, shall be included in the Administrative Component of the bargaining unit. Without limiting the generality of the foregoing, the following jobs are mutually agreed as being included in the Administrative Component:

- Administrative Clerk/General Clerk;
- Administrative Clerk/Receptionist; and

any work leader, assistant or trainee positions which are established in accordance with this Agreement relative to the above named jobs.

(iv) Finance Component Defined

In general, Employees who perform work functions which are within the scope of the Union and which involve accounting functions (including accounts receivable, accounts payable, and payroll) and/or finance functions shall be included in the Finance Component of the bargaining unit. Without limiting the generality of the foregoing, the following jobs are mutually agreed as being included in the Finance Component:

- Accounting Analyst
- Accounts Payable/Payroll Clerk
- Membership Systems; and

Any assistant or trainee positions which are established in accordance with the Agreement relative to the above-named jobs.

(v) Legal Component Defined

In general, Employees who perform work functions which are within the scope of the Union and which involve legal functions. Without limiting the generality of the foregoing, the following jobs are mutually agreed as being included in the Legal Component:

- Legal Representative
- Grievance/Arbitration Representative
- Workers' Compensation Appeals Representative;

Any assistant or trainee positions which are established in accordance with the Agreement relative to the above-named jobs.

(vi) Resolution of Disputes

Any dispute between the Parties concerning in which component a new or changed job should be placed shall be subject to resolution by immediate referral to arbitration in accordance with Article 38, in which case an arbitrator shall have the jurisdiction and the authority to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision.

**5.03 Application of Agreement**

- (a) This Agreement applies to all persons within the scope of the bargaining unit as defined in this Agreement.
- (b) This Agreement applies to all work functions within the scope of the Union's jurisdiction as defined in this Agreement.

**Article 6 - Security Of Bargaining Unit Work**

**6.01 No Contracting Out**

The Employer shall not contract out (or sub-contract out) any bargaining unit work in any form or manner, either directly or indirectly or in whole or in part, without the prior express written consent of the Union, when such contracting out directly impacts upon the bargaining unit.

**6.02 No Cross-Jurisdictional Work**

No Employee in the bargaining unit shall be required or assigned by the Employer to perform any work within the lawful jurisdiction of any other trade union, without the prior express written consent of the Union.

### **6.03 No Work At Home**

No Employee in the bargaining unit shall be required or assigned by the Employer to perform any bargaining unit work for the Employer at his or her personal domicile ("home"), except as provided in Letter of Understanding #21.

## **Article 7 - Employee Categories**

### **7.01 Employee Categories**

All Employees hired or used by the Employer within the bargaining unit shall be categorized as either Full Time Regular or Full Time Temporary Employees, as the case may be, as defined in this Agreement. All such Employees shall be subject to the probation period referred to in Article 10.

## **Article 8 - Full Time Regular Employees**

### **8.01 Definition of Full Time Regular Employee**

"Full Time Regular Employee" means an Employee hired or used in accordance with this Agreement to perform work of a continuing nature in a specific job on a full time basis. The hours of work of such Employee shall be governed by Article 15 and all other applicable provisions of this Agreement.

### **8.02 Application of Agreement**

Full Time Regular Employees shall be covered by all of the terms and conditions of this Agreement, except those which apply specifically and exclusively to Full Time Temporary Employees.

## **Article 9 - Full Time Temporary Employees**

### **9.01 Definition of Full Time Temporary Employee**

- (a) "Full Time Temporary Employee" means an Employee hired or used in accordance with this Agreement to perform work of a transient nature in a specific job on a full time basis for a continuous period of twelve (12) consecutive months or less. The hours of work of such Employee shall be governed by Article 15 and all other applicable provisions of this Agreement.
- (b) The Employer and the Union may mutually agree to extend the temporary period stipulated in Clause 9.01(a) above during which the Employer can use a Full Time Temporary Employee with respect to a specific temporary assignment. Each such extension must be agreed to by the Parties in writing prior to any such extended use of any Full Time Temporary Employee.

### **9.02 Application of Agreement**

Full Time Temporary Employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to Full Time Regular Employees. Except as expressly provided otherwise by this Agreement, Full Time Temporary Employees shall be treated in all respects under this Agreement on the same basis as Full Time Regular Employees.

### **9.03 Seniority**

Seniority for a Full Time Temporary Employee shall be calculated in accordance with Clause 11.03 and all other applicable provisions of this Agreement.

**9.04 Temporary Promotion Before Using Full Time Temporary Employees As Replacement Personnel**

Before using a Full Time Temporary Employee to replace a Full Time Regular or a Full Time Temporary Employee who is absent from his or her position for any reason for a temporary period of twelve (12) consecutive months or less, or extended period agreed upon in accordance with Clause 9.01(b) above, the Employer shall first temporarily promote all eligible Employees pursuant to Clause 14.06 to fill the temporary vacancy and any temporary vacancies which arise as a result of such temporary promotion.

**9.05 Severance Pay and Termination**

A Full Time Temporary Employee shall not be entitled to any severance pay pursuant to Article 44. However, a Full Time Temporary Employee shall be entitled to ten (10) working days prior written notice of termination, or pay in lieu of such notice, unless the Employee is advised in writing at the time of his or her engagement of the date of his or her termination of employment and the Employee continues working until this date, in which case no other notice of termination, or pay in lieu of such notice, shall be required. It is understood and agreed that if the Employment Standards Act of British Columbia, or other applicable legislation, prescribes provisions which are more favourable to the Employee, they shall prevail. It is also understood and agreed that a Full Time Temporary Employee's bridging rights with respect to service and seniority under this Agreement shall survive his or her termination.

**9.06 Restrictions on Use Of Full Time Temporary Employees**

- (a) The Employer shall not hire or use Full Time Temporary Employees to avoid the continuance, creation or filling of positions for or by Full Time Regular Employees.
- (b) The Employer shall not hire or use Full Time Temporary Employees if this would result in the displacement or layoff or the continuing displacement or layoff of any Full Time Regular Employee.
- (c) No person shall be employed by the Employer as a Full Time Temporary Employee for more than twelve (12) consecutive months without the prior express written consent of the Union.

**Article 10 - Probationary Employees**

**10.01 Probation Period**

- (a) Union Representative Component

A new Employee hired into a job in the Union Representative Component, as defined in Clause 5.02(c)(ii), shall be considered on probation for one hundred eighty (180) calendar days from the date of last entry into the Employer's service.

- (b) Any Other Component

A new Employee hired into a job in any other Component, as defined in Clause 5.02(c)(iii and iv), shall be considered on probation for ninety (90) calendar days from the date of last entry into the Employer's service.

- (c) The probation period(s) described in Clause(s) 10.01(a) and (b) above may be extended by mutual agreement between the Employer and the Union.
- (d) Employees who terminate employment and are rehired into the same or comparable job within two (2) years of the date of their termination shall not be subject to another probation period.

## **10.02 Employer Obligations During Probation Period**

- (a) The Employer shall inform a probationary Employee of the standards which he or she is expected to meet during the probation period and shall also provide all appropriate training and familiarization necessary to assist the new Employee to meet these standards.
- (b) The Employer shall inform a probationary Employee of any deficiencies in the Employee's performance and shall provide adequate time for correction of the deficiencies, prior to the discharge or termination of the probationary Employee.
- (c) Either prior to or upon expiration of the probationary period, the Employer shall confirm the successful completion of probation by a new Employee or otherwise discharge or terminate the Employee in accordance with this Article and all other applicable provisions of this Agreement.

## **10.03 Discharge or Termination Of Probationers**

- (a) A probationary Employee shall only be discharged or terminated by the Employer for just cause and the burden of proof of just cause shall rest with the Employer.
- (b) The test of just cause for discharge or termination of a probationary Employee shall be a test of the Employee's suitability for continued employment in the position in which he or she is employed, provided that the factors involved in determining such suitability could reasonably be expected to affect work performance.

## **10.04 Right to Grieve**

A probationary Employee shall have access to the grievance and arbitration procedures contained in this Agreement. Accordingly, the Union may grieve the discharge or termination of any probationary Employee.

## **Article 11 - Seniority**

### **11.01 Definition of Seniority**

Seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article.

### **11.02 Calculation of Seniority – General**

#### **(a) Seniority Calculation**

Seniority shall be calculated as the elapsed time from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the Employee returns to work following the last break in his or her seniority.

#### **(b) Recognition of Seniority With Other Employers**

Employees in the bargaining unit on the effective date of this Agreement, or who thereafter enter the bargaining unit, and whose seniority with any other employer(s) within the lawful jurisdiction of the COPE, Local 378, or any of its predecessors, is or was recognized by the Union, or any of its predecessors, shall have all such seniority recognized for the purposes of this Agreement (subject to the applicable provisions of Letter Of Understanding No. 11), except as expressly provided otherwise by this Agreement.

#### **(c) Determining Seniority for Employees Hired On Same Day**

When two (2) or more Employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection mutually agreed between the Employer and the Union.

(d) **Seniority Accrual When Absent From Work**

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any Employee who is absent from work due to layoff; Paid Holidays; lieu days, RWWL, banked overtime taken as time off work; vacation; any leave of absence including, but not limited to, with respect to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work.

**11.03 Calculation of Seniority - Full Time Temporary Employees**

Full Time Temporary Employees shall accrue seniority under this Agreement on the same basis as Full Time Regular Employees save and except that their service for all purposes under this Agreement shall be considered as continuous as long as breaks in service do not exceed ninety (90) continuous calendar days.

**11.04 Calculation of Seniority - Probationary Employees**

Probationary Employees shall not accrue any seniority until such time as they successfully complete their probation period per Article 10, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article, retroactively from their last date of hire.

**11.05 Portability of Seniority Within The Bargaining Unit**

Any Employee who changes employment status from Full Time Regular to Full Time Temporary, or vice-versa, without a break in service, shall be credited with all seniority accrued in accordance with this Agreement prior to such change in employment status.

**11.06 Service Outside The Bargaining Unit**

- (a) Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement.
- (b) Upon a decision by the Parties or the Labour Relations Board of British Columbia, or any of its predecessors or successors, that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved shall be granted seniority for the entire period of employment with the Employer outside the bargaining unit since his or her last date of hire by the Employer. However, seniority achieved under this Clause 11.06(b) shall not be used to secure any promotion in accordance with Article 14 during the first six (6) months from the date of entry into the bargaining unit or to exercise any bumping rights under Article 39 during the first twelve (12) months from the date of entry into the bargaining unit.
- (c) An Employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed ninety (90) consecutive calendar days from the date of commencement of such work, providing the Employee continues to pay the Union dues prescribed by Article 26. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the Employee shall lose all seniority accumulated under this Agreement. An Employee shall only have the right to accrue seniority under this Clause 11.06(c) while working outside the bargaining unit one (1) time in any twelve (12) consecutive month period.

**11.07 Application of Seniority**

- (a) The Parties recognize that job security shall increase in proportion to length of seniority as herein defined.
- (b) The Parties recognize that access to job and training opportunities shall increase in proportion to length of seniority subject to the job selection criteria contained in Clause 14.04.

- (c) The senior Employee, in terms of superior length of seniority, shall be entitled to preference with respect to days to be worked and days to be taken off work including, but not limited to, rest days; RWWL; lieu days; banked overtime taken as time off work; vacation; and leaves of absence under this Agreement. However, seniority accrued with other employers which is recognized pursuant to Clause 11.02(b) shall not be recognized for the purposes of this Clause 11.07(c). Instead, only seniority accrued within the bargaining unit in accordance with this Agreement shall be counted for the purposes of this Clause 11.07(c).

#### **11.08 Loss of Seniority**

An Employee shall lose his or her seniority only in the event that:

- (a) the Employee is discharged or terminated for just cause and subsequently not reinstated;
- (b) the Employee voluntarily terminates employment in writing or abandons his or her position and does not revoke such voluntary termination within seventy-two (72) hours;
- (c) the Employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off for more than two (2) consecutive years;
- (d) the Employee accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this Agreement;
- (e) the Employee fails to maintain membership in good standing in the Union.

#### **11.09 Seniority List**

- (a) The Employer shall compile and maintain an up to date seniority list including, but not limited to, the name, employment status, job title, job group, designated permanent headquarters, component, pay level, and seniority date of each Employee in the bargaining unit.
- (b) The seniority list shall be provided to the Union upon their request.

### **Article 12 - Establishing Job Descriptions and Salary Rates**

#### **12.01 Basis for Establishing Job Descriptions and Selection Criteria**

- (a) **Job Descriptions Must Reflect Work Performed**

It is understood and agreed that the primary basis for establishing job descriptions shall be the bona fide operational requirements of the Employer; however, each job description must accurately reflect all of the work to be performed in terms of both major and minor job duties, although minor duties shall not have to be specified except in the event of a Job Value grievance, as defined in Clause 12.05 below, or upon request of an Employee or the Union.

- (b) **Selection Criteria Must Relate To Major Job Duties**

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established as requirements for any job must relate reasonably, fairly and consistently to the major duties to be performed as described in the job description and any equivalencies must be applied in the same manner.



(c) **Establishing Job Descriptions**

Job descriptions will be established for all Full Time Regular, Full Time Temporary, Part Time Regular and Casual positions within sixty (60) days after the date of ratification of the Collective Agreement. The Employer may establish different, new and/or additional jobs than those currently set out in Schedule "A". A copy will be provided to the Union. The above time limit may be extended by mutual agreement of the parties if it should become necessary.

**12.02 Basis for Determining Salary Rate(s)**

(a) **Job Content**

It is understood and agreed that the primary basis for determining the appropriate salary rate with respect to any job shall be the work to be performed and the valid selection criteria and not the ability of any particular person to perform the work. All of the work to be performed and all valid selection criteria shall be taken into account.

(b) **Equal Pay for Work of Equal Value**

For the purposes of this Article, it is understood and agreed that the Employer shall adhere to a policy of equal pay for work of equal value with respect to all persons who work for or on behalf of the Employer, both within and outside the bargaining unit.

(c) **Work Leadership Duties**

Work leadership duties, as defined in Letter Of Understanding No. 2, shall only be performed by any Employee in respect of any other Employee in the bargaining unit if these work functions are contained in a job description with a job title which includes the designation of "Administrative Component Work Leader" or "Senior Union Representative" and any incumbent is paid work leadership premium pay in accordance with Clause 17.05. For these purposes, the incumbent may be the permanent incumbent or a temporary replacement who has secured the position in accordance with the applicable provisions of this Agreement.

**12.03 New or Substantially Changed Jobs to Be Discussed**

When an existing job is to be substantially changed or a new job is to be created, the Employer shall discuss the proposed job description, selection criteria and salary rate with the Union at least sixty (60) calendar days prior to implementation of the substantially changed or new job.

**12.04 Job Value Grievance**

(a) In the event that the Parties cannot agree on the job description, selection criteria or salary rate when an existing job is to be substantially changed or a new job is to be created, as the case may be, the Employer shall have the right to implement the job description, selection criteria and the salary rate proposed by the Employer, and the Union shall have the right to grieve by submitting any issues in dispute immediately to arbitration in accordance with Article 38, in which case the arbitrator shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision. The arbitrator shall also have the authority and jurisdiction to determine whether or not a job represents a new or substantially changed job under this Agreement.

(b) When the Employer proposes to implement any new or substantially changed job which is grieved by the Union pursuant to Clause 12.05(a) above, the Employer shall not fill the position until the issues in dispute have been resolved between the Parties.

**12.05 Retroactivity**

Any pay adjustment arising pursuant to this Article shall be made as of the date the job description, selection criteria and salary rate was first implemented by the Employer.

**12.06 Availability of Job Descriptions**

The Employer shall give each Employee a copy of his or her job description and any changes to such job description. The Employer shall also give the Union a copy.

**Article 13 - Salary Payment**

**13.01 Rates of Pay**

The rate of pay for each job and job group shall be as set out in Appendix "A" of this Agreement. Appendix "A" shall be deemed to be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply.

**13.02 Hiring Rates**

A newly hired Employee shall immediately receive the rate of pay applicable to the job, per Appendix "A", for which the Employee was hired and this rate of pay shall apply and prevail for the duration of the Employee's incumbency in this job, subject to any applicable salary change undertaken in accordance with the express provisions of this Agreement.

**13.03 Temporary Promotions**

(a) Pay During Temporary Promotion

An Employee who is temporarily promoted, as defined in Clause 4.68, shall receive, immediately upon such promotion, the rate of pay for the job, per Appendix "A", to which the Employee is thus promoted.

(b) Return to Former Position

Increases in pay awarded for temporary promotions pursuant to Clause 13.03(a) above are withdrawn when the Employee returns to his or her lower level job upon conclusion of the temporary promotion.

**13.04 Demotions**

An Employee who is demoted, as defined in Clause 4.19, shall receive, immediately upon such demotion, the rate of pay for the job, per Appendix "A", to which the Employee is thus demoted, except as expressly provided otherwise by this Agreement.

**13.05 Lateral Transfers**

An Employee who is laterally transferred, as defined in Clause 4.31, shall receive, immediately upon such lateral transfer, the rate of pay for the job, per Appendix "A", to which the Employee is thus transferred.

**13.06 Increase in Job Value Under Article 12**

An Employee whose job is determined to be of increased value in accordance with the provisions of Article 12 shall receive the rate of pay for the job as thus adjusted, from the effective date of such adjustment, subject to retroactivity per Clause 12.05.

**13.07 Decrease in Job Value Under Article 12**

An Employee whose job is determined to be of decreased value in accordance with the provisions of Article 12 shall receive "blue circled salary treatment", as defined in Clause 4.09.

### **13.08 Employees To Be Paid Bi-Weekly**

(a) **Employer to Pay Bi-Weekly**

The Employer shall continue the current system of paying Employees on a bi-weekly basis for the life of this Agreement.

(b) **Calculating Bi-Weekly Rates of Pay**

The bi-weekly rates of pay as set out in Appendix "A" are calculated by multiplying each appropriate monthly rate of pay as set out in Appendix "A" by twelve (12) then dividing the result by twenty-six (26).

(c) **Calculating Hourly Rates of Pay**

For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries as set out in Appendix "A" by 163.06.

(d) **Rounding**

All monthly and bi-weekly salaries are rounded to the nearest whole dollar, and all hourly wage rates are rounded to the nearest whole cent:

0.50 and over are rounded to the next whole dollar (cent);

0.49 and under are rounded to the last whole dollar (cent).

(e) **Direct Deposit**

The Employer may pay Employees by direct deposit of salary to the financial institution of the Employee's choice. The Employee shall have the right to change the financial institution of his or her choice upon fifteen (15) calendar days notice to the Employer.

### **13.09 Salary Differential**

- (1) Each employee in the Union Representative and Legal Components as set out in Article 5.02(c)(ii) and (v) is eligible to receive a Salary Differential.
- (2) Article 4.08 shall be amended to include Salary Differential as a listed exception to the base rate definition.
- (3) The Salary Differential payable to each eligible employee in the Union Representative and Legal Components shall be \$278.85 for each pay period effective April 1, 2014, increased to \$308.85 for each pay period effective April 1, 2015, subject to the exception provided in paragraph five.
- (4) Any general increase provided for under Appendix A, shall not increase the rate payable as Salary Differential as described in paragraph three.
- (5) Any absence from work that exceeds sixty (60) continuous calendar days shall result in the discontinuation of the Salary Differential Pay until the employee returns to work.
- (6) Salary Differential shall be treated as pensionable income under the collective agreement and the applicable pension plans for each eligible Union Representative Component employee.
- (7) For the purpose of pension calculation the Salary Differential shall be added to the base rate as set out in Appendix A. Salary Differential shall not form part of the salary calculation except for pension purposes. In addition, Salary Differential shall not form part of the salary calculation for purposes of Long Term Disability premiums under Article 23.08(c).

- (8) A Canada Customs Revenue Agency (CCRA) T2200E Form shall be issued to each eligible Union Representative Component employee annually. This form shall designate that the employee was required to use their vehicle for work.
- (9) The USW or its members shall not negotiate a car allowance back into the Collective Agreement as long as a Salary Differential is provided.

**13.10 General Increases**

Effective April 1, 2013, the salary rates of all Employees and jobs governed by this Collective Agreement shall be increased by two percent (2 %).

Effective April 1, 2014, the salary rates of all Employees and jobs governed by this Collective Agreement shall be increased by one percent (1%).

Effective April 1, 2015, the salary rates of all Employees and jobs governed by this Collective Agreement shall be increased by one percent (1%).

Effective April 1, 2013, all increases to the admin/financial component classifications will be increased by \$.25. This increase shall apply prior to the percentage increase identified above.

**Wage Reopener**

The parties agree where the following units of COPE 378 (ICBC, BC Hydro, BC Transit and Capilano University) upon conclusion of negotiations on general wage increases that are greater than amount negotiated by the COPE 378 and USW 2009 for the years of 2014 and 2015 the following will then be applied to the COPE 378 and USW 2009 agreement. Effective April 1<sup>st</sup> 2014 and April 1<sup>st</sup> 2015 all greater wage increases shall be added to all wage classifications as defined in Appendix A of the collective agreement.

**Article 14 - Filling Job Vacancies**

**14.01 Posting Job Vacancies**

- (a) Full Time Regular, Full Time Temporary and Part Time Regular Jobs to be Posted

Except as expressly provided otherwise by this Agreement all Job Vacancies for any Full Time Regular, Full Time Temporary and Part Time Regular positions, or personnel, as defined in this Agreement, shall be posted, in paper form or Electronically, by the Employer on an "Employer-Wide" basis for fourteen (14) consecutive calendar days to give all eligible Employees an opportunity to apply for the job(s).

- (b) Job Posting To Contain Pertinent Details

A job posting shall state all pertinent details of the job including, but not limited to, job title, job group, component, permanent headquarters, salary rate, hours of work, duties, qualifications, any special conditions pertaining to the vacancy, the closing date of the job posting and the date the vacancy is to be filled. If a projected or actual end date for the job is known by the Employer, this information shall be included in the job posting or, if this information becomes known before the job is filled, all applicants shall be advised in writing before a successful candidate is selected by the Employer.

- (c) Closing Date for A Job Posting

The closing date of a job posting shall be at least fourteen (14) calendar days from the date the Employer posted the vacancy.

- (d) Union to Receive Job Postings

A copy of all job postings shall be sent promptly by the Employer to the Union.

#### **14.02 Eligibility for Posted Job Vacancies**

(a) All Employees Are Eligible After Probation Period

All Employees who have completed their probation period per Article 10 shall be eligible to apply and be considered for any posted job vacancy. If the parties mutually agree, an employee who has not completed probation may be permitted to apply and be considered for a posted vacancy.

(b) Eligibility of Laid Off Employees

All Employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall. The Employer shall provide such laid off Employees with a copy of all job postings sent by registered mail to their last known home address.

(c) Eligibility of Late Applicants

A late applicant may be considered for any posted job vacancy, provided such Employee's application is received before any other person has been informed of being the successful candidate for the vacant position.

#### **14.03 Filling Posted Job Vacancies**

(a) Employer Is Responsible For Job Selection

The selection of Employees under this Article rests with the Employer, subject to the grievance and arbitration provisions of this Agreement.

(b) Applicants to Be Acknowledged

The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants and the Union shall be advised of the name of the person selected to fill the vacancy and the employment status; seniority date; job title; job group; component; and permanent headquarters of that person and, in the case of a person hired from outside of the bargaining unit, of the union affiliation or excluded or external hire status of such person. The Union shall be provided with this same information with respect to each unsuccessful applicant.

(c) Interviews

The Employer shall conduct interviews with all applicants for any posted job vacancy who meet the job selection criteria referred to in this Article. Paid time off work for such purposes shall be granted by the Employer. This Clause 14.03(c) shall not apply where the job vacancy is filled by an Employee's return, in accordance with Clause 14.04(e)(i) below to a previously held position.

(d) Rights of Unsuccessful Applicants

On request, the Employer shall give an unsuccessful applicant full reasons why the Employee's application was not successful and the Employee shall have the right to grieve the matter in accordance with the grievance and arbitration provisions of this Agreement.

(e) Rights of Successful Applicants

Where any Employee has been selected to fill a posted job vacancy under this Article, the Employer shall undertake to move the Employee into the new position on the date the vacancy was to be filled or as soon thereafter as possible. If the Employee is not moved after six (6) weeks from the effective date of the vacancy referred to in the job posting, and the new position provides a higher salary, the Employee shall be paid thereafter at the applicable higher rate for the new position.

**14.04 Job Selection Criteria**

(a) No Discrimination or Favouritism

The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.

(b) Relative Ability Test

All job selections under this Article shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where an Employee who has less seniority is selected, such Employee's ability (to perform the vacant job) shall be significantly and demonstrably higher than candidates who have greater seniority.

(c) Ability in Current Job

For the purposes of Clause 14.04(b) above, ability shall include consideration of the Employee's performance in the Employee's current job.

(d) Selection Criteria to Be Reasonably, Fairly And Consistently Established And Applied

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established for any job must be related by the Employer reasonably, fairly and consistently to the major job duties to be performed as described in the job description and any equivalencies must be applied in the same manner.

(e) Priority for Job Selection

In accordance with the provisions of this Article, preference in the filling of all job vacancies shall be given to candidates in the following order:

- (i) The Full Time Regular Employee with the highest seniority who was previously displaced or laid off under Article 39 from the position now vacant, unless such right to return pursuant to Clause 39.09(c) is waived by the Employee. A job vacancy which is to be filled on this basis shall not require job posting.
- (ii) The Full Time Regular Employee with the ability and highest seniority, in that order, who is the successful applicant on a job posting for the vacant position.
- (iii) The Full Time Temporary Employee with the ability and highest seniority, in that order, who is the successful applicant on a job posting for the vacant position.

In accordance with the above priority list, no candidate from any lower preference category shall be given any consideration for any job vacancy until all candidates from all higher preference categories have been considered and rejected. If, based on length of seniority, a junior candidate is selected from any of the above preference categories, all of the more senior candidates previously considered and rejected must be reconsidered to determine if the junior candidate's ability to perform the vacant job is significantly and demonstrably higher than all of those more senior candidates.

(f) External Hire

If the vacancy is not filled internally, the Employer shall have the right to hire from external sources, but the same ability requirements as applied for the internal posting must be maintained.

(g) Limitations on Use of Seniority Accrued With Other Employers

Seniority accrued with other employers which is recognized pursuant to Clause 11.02(b) shall not be recognized for the purposes of this Article 14. Instead, only seniority accrued within the bargaining unit in accordance with this Agreement shall be counted for the purposes of this Article 14, save and except as expressly provided otherwise by Clause 11.06(b).

(h) Trainee Union Representative

1. If the vacancy is not filled internally by a qualified candidate and as an alternative to hiring an external candidate under Article 14.04 (f), the Employer may at its discretion offer a Trainee Union Representative position to any COPE, Local 378 member who is working in a bargaining unit certified by COPE Local 378, or to any USW Local 2009, Unit 50 member, even though the trainee to be hired does not fully meet the ability requirements as applied for the internal posting.
2. Trainee Union Representatives shall be hired as full-time temporary employees and the provisions of Article 9 shall apply, except as varied by the provisions of this Article [(14.04 (h))].
3. The following shall apply when the Employer exercises its option under this Article and hires a Trainee Union Representative:
  - (i) The Employer shall establish the length of each trainee's training period after consultation with the Union and after considering the trainee's entry-level knowledge, experience and ability, provided that training periods established by the Employer shall not normally be less than twelve (12) months in duration and shall not normally exceed twenty-four (24) months, Article 9.01 (a) notwithstanding. When circumstances warrant, the term of any training period may be up to thirty-six (36) months, provided the parties mutually agree.
  - (ii) The Employer shall establish a schedule of training assignments that each trainee is to complete during his/her training period, in consultation with the Senior Union Representative to whom the trainee is assigned.
  - (iii) The Employer shall perform regular progress reports on each trainee, no less often than every six (6) months, in consultation with the Senior Union Representative to whom the trainee is assigned.
  - (iv) If a trainee is unable to demonstrate, to the Employer's satisfaction, that he/she is fully capable of performing all aspects of the Union Representative's job during his/her training period, he/she shall be returned to his/her former position, Articles 10.01 and other relevant provisions of the collective agreement notwithstanding.
  - (v) A trainee, who demonstrates that he/she is capable of performing all aspects of the Union Representative's job to the Employer's satisfaction during his/her training period shall be confirmed in a full-time regular Union Representative position.

- (vi) Article 13.01, Appendix "A", and other relevant provisions of the collective agreement notwithstanding, the Employer shall establish a wage rate progression to apply during each training period, provided that no trainee wage rate progression established by the Employer shall be less than the Union Representative 1 rate during the first half (1/2) of the training period, and less than ninety percent (90%) of the Union Representative rate during the balance of the training period. When the parties mutually agree to set the term of a training period longer than twenty-four (24) months under section (i) above, they shall also mutually establish the wage rate progression that is to apply during such extended training period.
- (vii) Trainees, who are returned to their former positions under the subsection 2, shall only be eligible for benefits provided under Article 9.05, the rights and benefits that might otherwise accrue under the collective agreement notwithstanding.

#### **14.05 Full Time Regular Employees Filling Temporary Vacancies**

A Full Time Regular Employee who secures a temporary vacancy pursuant to the provisions of this Agreement shall retain his or her status as a Full Time Regular Employee during such assignment and shall retain all rights and entitlements applicable to a Full Time Regular Employee under this Agreement including, but not limited to, the right to apply for posted job vacancies or to be temporarily promoted. Upon completion of the temporary assignment, the Full Time Regular Employee shall return to work in the job and work location he or she held immediately prior to the temporary assignment and shall be kept "whole" in all respects under this Agreement as if he or she had remained working in such former position for the duration of the temporary assignment, unless, in the interim, the Employee has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the Employee shall be placed in the new job.

#### **14.06 Temporary Promotion**

(a) Method of Temporary Promotion

Temporary promotions, as defined in Clause 4.68, shall be undertaken in accordance with Clause 14.04 above and all other applicable provisions of this Agreement.

(b) No Posting

Vacancies to be filled by temporary promotion shall not require any job posting. However, the Employer specifically agrees not to undertake a series of temporary promotions, with respect to the same job, to avoid the job posting provisions of this Agreement.

(c) Return to Former Position Upon Completion

Upon completion of a temporary promotion, the Employee involved shall return to work in the job and work location held immediately prior to the temporary promotion and shall be kept "whole" with respect to all pay, seniority, benefits and other rights or entitlements which would accrue under this Agreement as if he or she had remained working in such former position for the duration of the temporary promotion, unless, in the interim, the Employee has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the Employee shall be placed in the new job.



## Article 15 - Hours Of Work

### **15.01 Daily and Weekly Hours Of Work**

The standard hours of work shall be the equivalent of thirty-five (35) hours of work per work week. This will be done by each Employee working a scheduled work week of five (5) consecutive work days with seven and one-half (7 1/2) consecutive scheduled hours of work in each such work day, inclusive of the rest periods and other work breaks, but exclusive of the lunch period, prescribed by this Agreement, with each Employee who works such scheduled hours of work accruing seventeen (17) days of Reduced Work Week Leave per Clause 25.10 in each calendar year in lieu of the thirty-five (35) hour work week.

### **15.02 Minimum Daily Hours of Work**

The minimum daily hours of work for all Employees under this Agreement shall be at least four (4) consecutive hours of work, inclusive of the rest periods and other work breaks but exclusive of the lunch periods prescribed by this Agreement.

### **15.03 Starting Time**

(a) Standard

The standard starting time for the Administrative and Finance Components shall be 08:30.

(b) Authorized Variation

The authorized variations to the standard starting time shall be between 07:30 and 09:30.

### **15.04 Rest Periods**

Each Employee shall receive two (2) paid rest periods, free from work, in each work day, with each such period being fifteen (15) consecutive minutes in duration. The first such rest break shall occur prior to the lunch period and the second such rest period shall occur after the lunch period. No rest period shall be consecutive with any lunch period, except by mutual agreement between the Employer and the Employee. These rest periods shall be in addition to any other work breaks prescribed by this Agreement.

### **15.05 Lunch Period**

Each Employee shall receive a lunch period free from work in each work day as follows:

(a) Standard

The standard lunch period shall be one-half (1/2) hour at or near the midpoint of the work day.

(b) Authorized Variation

The authorized variation to the standard lunch period shall be a lunch period of one (1) hour at or near the midpoint of the work day.

### **15.06 Days of Rest**

Each Employee shall be entitled to two (2) consecutive scheduled days off work, or days of rest, in each calendar week. The standard days of rest shall be Saturday and Sunday.

### **15.07 No Split Shifts**

Under no circumstances shall there be any splitting of any Employee's hours of work in any work day.

### **15.08 No Partial Reduction of Hours**

The Employer shall not institute any partial reduction of hours of work. In the event of a lack of work, the provisions of Article 39 (Displacement, Layoff and Recall) shall apply.

### **15.09 Reduced Staffing During Christmas/New Year Period**

- (a) The Employer may reduce the complement of Employees on those work days which fall between December 26th and December 31st.
- (b) Selection of those Employees who will work on the days outlined in Clause 15.09(a) above shall be made in the following manner:
  - (i) Notice will be posted on November 1st asking for volunteers from each Component to work on the days noted in Clause 15.09(a) above. One (1) Employee will be required from the Union Representative Component and one (1) from the Administrative Component. The posting will expire on November 15th.
  - (ii) If the Employer is unable to secure the requisite personnel on a voluntary basis, the Employer shall have the right within each Component to schedule an Employee, based on the lowest seniority, to work on the days noted in Clause 15.09(a) above.
- (c) Employees who take time off work on the days noted in Clause 15.09(a) above shall use annual vacation, RWWL, lieu days, banked overtime, and/or time off without pay for such purpose.
- (d) No Employee who wants to work on those days noted in Clause 15.09(a) above shall be prevented from doing so.

## **Article 16 - Overtime Hours/Premium Pay**

### **16.01 Definitions**

#### **(a) Overtime Defined**

All time worked in excess or outside of an Employee's scheduled hours of work, as defined in Clause 4.58, in any work day or work week shall be considered overtime and shall be paid for in accordance with this Article and all other applicable provisions of this Agreement. Such overtime shall include scheduled overtime, as defined in Clause 16.01(b) below, and unscheduled overtime, as defined in Clause 16.01(c) below.

#### **(b) Scheduled Overtime Defined**

Where any Employee who is to work overtime including, but not limited to, actual overtime, telephone consultation or travel time as provided for in this Agreement is advised at least sixteen (16) hours in advance of the commencement of the overtime work to be performed, such work shall be deemed to be scheduled overtime for the purposes of this Agreement.

#### **(c) Unscheduled Overtime Defined**

Where any Employee who is to work overtime including, but not limited to, actual overtime, call-outs, telephone consultation or travel time as provided for in this Agreement is not advised at least sixteen (16) hours in advance of the commencement of the overtime work to be performed, such work shall be deemed to be unscheduled overtime for the purposes of this Agreement. All "call-outs" in accordance with Clause 16.10 below shall be deemed to be unscheduled overtime for the purposes of this Agreement.

### **16.02 Distributing Overtime**

All work which is to be performed on an overtime basis, including both scheduled and unscheduled overtime as defined above, shall be performed on a voluntary basis, subject to the following conditions:

(a) Distributing Scheduled Overtime

(i) Voluntary - In Order of Seniority

Where the Employer has a requirement for overtime work to be performed on a scheduled basis as defined by and in accordance with Clause 16.01(b) above, the Employer shall ask, in seniority order from highest to lowest, the Employees who normally perform the available work if they want to work the overtime and those Employees who accept shall thereby be scheduled to perform the overtime work.

(ii) Scheduled - In Reverse Order of Seniority

If the Employer is unable to secure sufficient personnel in accordance with Clause 16.02(a)(i) above to meet the overtime work requirements, the Employer shall have the right to schedule Employees, in reverse order of seniority, from lowest to highest, who normally perform the available work and these Employees shall perform the overtime work.

(b) Distributing Unscheduled Overtime

(i) Voluntary - In Order of Seniority

Where the Employer has a requirement for overtime work to be performed on an unscheduled basis as defined by and in accordance with Clause 16.01(c) above, the Employer shall ask, in seniority order from highest to lowest, the Employees who normally perform the available work, who are at work at the time of the request by the Employer, if they want to work the overtime and those Employees who accept shall thereby be scheduled to perform the overtime work. If no such Employees are at work at the material time, the Employer shall ask, in seniority order from highest to lowest, the Employees who normally perform the available work, who are not at work, if they want to work the overtime and those Employees who accept shall thereby be scheduled to perform the overtime work.

(ii) Scheduled - In Reverse Order Of Seniority

If the Employer is thus unable to secure sufficient personnel in accordance with Clause 16.02(b)(i) above to meet the overtime work requirements, the Employer shall have the right to schedule Employees, in reverse order of seniority, from lowest to highest, who normally perform the available work and these Employees shall perform the overtime work.

(c) Employees Who Are Exempt From Overtime Scheduling

Employees who are on layoff, vacation, or any leave of absence under this Agreement shall not be subject to any overtime scheduling pursuant to this Clause 16.02, except as expressly provided otherwise by Clause 21.11 or Clause 25.13, as applicable.

(d) Remedy for Improper Overtime Assignment

If an Employee alleges that he or she has been improperly bypassed in the distribution of overtime under this Clause 16.02 and such allegation is substantiated, the Employee shall be paid an amount equal to the amount which the Employee would have earned had he or she worked overtime on this missed opportunity.

### **16.03 Minimum Paid Periods**

(a) In Connection With Scheduled Hours of Work

If an Employee is scheduled or assigned in accordance with this Agreement to work overtime either before or after but consecutive with his or her scheduled hours of work, as defined in Clause 4.58, such Employee shall be paid for a minimum of one-half (1/2) hour at applicable overtime rates, except as expressly provided otherwise by Clause 16.10 below. Time worked beyond the first one-half (1/2) hour of such overtime shall be recorded and paid to the next higher one-quarter (1/4) hour, inclusive of paid meal periods.

(b) In Connection With Scheduled Days Off Work

An Employee who is scheduled to work on any scheduled day off work shall be paid for a minimum of four (4) hours at overtime rates, beginning from the time the Employee commences work.

### **16.04 Overtime on Scheduled Work Day**

Double the regular rate of pay (2X) shall be paid for all overtime worked on any scheduled work day.

### **16.05 Work on Scheduled Day Off**

(a) Day of Rest

(i) Administrative Component and Finance Component

Double the regular rate of pay (2X) shall be paid for all time worked by an Employee in the Administrative or Finance Component on any rest day, as defined in Clause 4.55, unless the Saturday or Sunday worked is a Paid Holiday, as defined in Clause 20.01, or a Day Off In Lieu, as defined in Clause 20.03, in which case the provisions of Article 20 shall apply.

(ii) Union Representative Component

Straight time the regular rate of pay (1X) shall be paid for all time worked by an Employee in the Union Representative Component on any rest day, as defined in Clause 4.55, unless the Saturday or Sunday worked is a Paid Holiday, as defined in Clause 20.01, or a Day Off In Lieu, as defined in Clause 20.03, in which case the provisions of Article 20 shall apply. Such week-end overtime shall be taken as paid time-off work, on a straight-time (1X) basis, unless equivalent cash payment is mutually agreed between the Employer and the Employee. Scheduling of such paid time-off work in lieu of cash payment shall be subject to mutual agreement between the Employer and the Employee.

(b) All Other Scheduled Day(s) Off Work

Except as expressly provided otherwise by Clause 16.05(a) above, double the regular rate of pay (2X) shall be paid for all time worked on any scheduled day off work including, but not limited to, scheduled RWWL; banked overtime taken as scheduled time off work, lieu days which are not related to Paid Holidays; annual vacation or approved leave of absence and, in these circumstances, an Employee shall also receive one (1) additional scheduled day off work in lieu of the day thus worked, to be scheduled and taken at a time mutually agreed between the Employee and the Employer.

### **16.06 Work on Paid Holiday (Or Day In Lieu)**

Pay for time worked on any Paid Holiday, or day in lieu, shall be in accordance with Article 20.

### **16.07 Time Worked During Lunch, Meal or Rest Periods**

Double the regular rate of pay (2X) shall be paid for all time worked during an Employee's lunch, meal or rest periods under this Agreement, unless this Agreement expressly provides otherwise.

### **16.08 Maximum Daily Hours of Work**

No Employee shall work more than sixteen (16) hours, including applicable travel time, in any twenty-four (24) consecutive hour period.

### **16.09 Recuperation Period After Overtime**

#### **(a) Recuperation Period Defined**

An Employee who has worked overtime must have at least ten (10) consecutive hours free from work before such Employee returns to work, except as expressly provided otherwise by this Clause 16.09. For the purposes of this Agreement, this time period shall be defined as the "recuperation period."

#### **(b) Pay for Shift Following A Recuperation Period**

An Employee who is subject to a recuperation period pursuant to Clause 16.09(a) above shall have the right to refuse to return to work prior to the end of such recuperation period. If the recuperation period ends after the mid-point of the Employee's next shift, the Employee shall not report to work for such shift and the Employee shall be paid his or her full salary for such shift at straight-time (1X) rates. If the recuperation period ends before the mid-point of the Employee's next shift, the Employee shall report for work by the mid-point of such shift and shall be paid his or her full salary for such shift at straight-time (1X) rates, including pay for any time not worked.

#### **(c) Pay for Shortened Recuperation Period**

If an Employee who is subject to a recuperation period pursuant to Clause 16.09(a) above is asked by the Employer to commence his or her next shift prior to the end of the recuperation period, and the Employee agrees, the Employee shall be paid at double time (2X) rates for each remaining hour, or portion thereof, of the recuperation period which coincides with the working hours of such shift, plus his or her full salary for such shift paid at straight-time (1X) rates.

### **16.10 Call-Outs**

#### **(a) Call-Out Definition and Premium Pay**

When an Employee who has left work is subsequently called back to work during off-scheduled hours or on any scheduled day off work, such return to work shall be defined as a "call-out" for the purposes of this Agreement, and, in case of such call-out, an Employee shall be paid at double time (2X) rates for a minimum of four (4) hours beginning at the time the Employee commences work, in addition to any other applicable pay under this Agreement. When a call-out extends to commencement of the Employee's next scheduled shift, only the period of the call-out prior to the start of such shift shall be subject to payment at double (2X) rates.

(b) Entitlement to Meals

An Employee on call-out under this Clause 16.10 shall be entitled to overtime meals in accordance with Clause 16.12 below, except as expressly provided otherwise by Clause 16.12(c).

(c) Working Shift Consecutive With Call-Out

A call-out occurring within a period of four (4) hours prior to the commencement of an Employee's next shift will require the Employee to work such shift and the Employee shall be paid his or her full salary for such shift at straight-time (1X) rates.

**16.11 Overtime Banking**

(a) Basis for Banking Overtime

Employees may elect to bank the hours of overtime worked at the straight-time (1X) equivalent (i.e. one (1) hour at double time (2X) equals two (2) hours in the overtime bank).

(b) Using Banked Overtime

An Employee may draw from his or her overtime bank to take scheduled time off work to be taken at a time mutually agreed between the Employee and the Employer and such requests shall not be unreasonably denied by the Employer, subject to Clause 16.11(c) below.

(c) Circumstances Requiring Mandatory Approval for Use Of Banked Overtime As Scheduled Time Off Work

When an Employee whose overtime bank contains more than one hundred twelve and one-half (112 1/2) hours requests use of any of this excess amount for the purposes of scheduled time off work, the Employer shall not have the right to deny any such request and the applicable time off work requested by the Employee will be scheduled accordingly.

(d) Cash Withdrawals

An Employee may make a cash withdrawal from his or her overtime bank at any time on fourteen (14) calendar days written notice to the Employer. Such payments shall be made based upon the Employee's prevailing base rate of pay at the time of the withdrawal.

**16.12 Overtime Meal Provisions**

(a) Unpaid Meal Period - Less Than Two Hours of Overtime

Where an Employee is required or assigned to work less than two (2) hours before or after his or her scheduled shift, a one-half (1/2) hour unpaid meal period shall be allowed.

(b) Paid Meal Periods

An Employee shall be paid for a one-half (1/2) hour meal period at double time (2X) rates, and the Employer shall provide a meal of reasonable quality or reimburse the Employee for reasonable meal expenses incurred, per Clause 18.05, in accordance with the following:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the Employee's scheduled shift;
- (ii) where an Employee is called in and works four (4) hours overtime;
- (iii) where an Employee is required to work four (4) hours overtime beyond an overtime meal period already taken (Where the overtime follows a scheduled shift, the first meal period, regardless of when it is actually taken, shall be considered to have been taken immediately after the scheduled shift.);
- (iv) where an Employee misses a paid meal period to which he or she is entitled, such Employee shall nevertheless be paid at the prevailing rate (see Clause 16.07 above) for such missed meal period in addition to all time worked.

(c) Exception

The Employer shall not be required to provide any meal or pay for any meal break, if taken, with respect to any overtime work which is scheduled, as defined in Clause 16.01(b) above, and which commences within two (2) hours prior to the normal starting time of an Employee's regularly scheduled shift.

**16.13 Telephone Consultation Premium**

Where an Employee is consulted by the Employer or any member or prospective member of COPE, Local 378, involving person to person contact by telephone or other electronic means, during any off-scheduled hours concerning a work related matter, a telephone consultation premium shall be paid as follows:

- (a) Pay per telephone consultation equivalent to one-half (1/2) hour or the length of the call, whichever is greater, at double time (2X) rates for calls between 07:00 and 23:00, or pay per telephone consultation equivalent to one (1) hour or the length of the call, whichever is greater, at double time (2X) rates for calls between 23:00 and 07:00, except as expressly provided otherwise by Clause 16.13(b) below.
- (b) If a second or successive telephone consultation takes place within one-half (1/2) hour of the end of a preceding call which is subject to a telephone consultation premium, it will be construed as being part of the preceding call and therefore shall not be paid unless the combined time exceeds the applicable minimum paid period specified in Clause 16.13(a) above.

**16.14 No Standby Duty**

No Employee shall be required or assigned by the Employer to undertake any standby duty.

**16.15 Restrictions On Use Of Overtime**

- (a) The Employer shall not use overtime to avoid the continuance, creation or filling of positions for or by Full Time Regular or Full Time Temporary Employees, as the case may be, under this Agreement.
- (b) The Employer shall not use overtime if this would result in the displacement or layoff or the continuing displacement or layoff of any Full Time Regular Employee under this Agreement, providing the Employee is available and has the ability to perform the work.

## Article 17 - Other Premium Pay

### **17.01 Professional Membership, Registration and License Fees**

The Employer shall fully reimburse an Employee for payment by the Employee of membership, registration or license fees to an organization or governing body which establishes standards for or otherwise regulates the Employee's profession or type of work performed by the Employee. No such membership, registration or licensing shall be established by the Employer as a condition of employment or as a job requirement, except in accordance with the provisions of Article 12, in which case the Employer shall pay all costs for the acquisition and maintenance of any such membership, registration or license fees for eligible Employees.

### **17.02 Free Parking/Bridge and Road Tolls**

#### **(a) Free Parking at Employer Workplaces**

The Employer shall provide parking, at each work place of the Employer, at no cost to Employees, for Employees who use their personal (owned or leased) vehicles for transportation to travel between their home and such workplace(s).

#### **(b) Reimbursement For Parking Expenses While On Employer Business**

The Employer shall reimburse an Employee in full for any parking expenses incurred by the Employee when using his or her personal (owned or leased) vehicle for the business purposes of the Employer.

#### **(c) Reimbursement for Bridge and Road Tolls**

The Employer shall reimburse an Employee in full for any bridge or road tolls incurred by Employees who use their personal (owned or leased) vehicle for transportation and travel in the course of business.

### **17.03 Training Premium Pay - Administrative Component**

- (a) For each hour, or portion thereof, during which an Employee in the Administrative or Finance Component, as defined in Clause 5.02(c)(iii) and (iv), provides training to any other person, whether or not such person is a member of the bargaining unit, such Employee shall be paid a training premium in the amount of five percent (5%) of his or her base hourly rate of pay. The minimum premium payable shall be for one (1) hour.
- (b) An Employee in the Administrative or Finance Component who provides any training which is subject to the above premium for four (4) or more hours in any work day shall receive the premium pay for all time worked by the Employee on that work day, including any overtime.
- (c) Employees in the Administrative and Finance Components who are receiving "Work Leadership Training Premium Pay" pursuant to Clause 17.05 or whose job descriptions and duties require that they spend not less than seventy-five percent (75%) of their work time providing training shall not be eligible to receive any training premium pay pursuant to this Clause 17.03.
- (d) Employees in the Union Representative Component, as defined in Clause 5.02(c)(ii), shall not be entitled to receive any training premium pay under this Clause 17.03 (a) and (b), when assigned a member of COPE 378 who is participating in the Union Rep Training Program. Employees who are receiving the Work Leadership Premium Pay, as per Article 17.05, are not eligible to receive this Training Premium Pay.



#### **17.04 Flexible Hours of Work Premium Pay**

Employees in the Union Representative Component, as defined in Clause 5.02(c) (ii), shall receive "flexible hours of work premium pay" in accordance with Letter Of Understanding No. 1.

#### **17.05 Work Leadership Premium Pay**

(a) Administrative Component Work Leader(s)

Any Employee who, in accordance with Letter Of Understanding No. 2, exercises any work leadership functions in respect of any Employee in the Administrative Component shall be classified as an Administrative Component Work Leader and while thus classified shall be paid by the Employer premium pay on a bi-weekly basis in an amount equal to nine-and-one-half percent (9 1/2%) of the base (bi-weekly) rate of pay, per Appendix "A", of the highest paid subordinate within the Administrative Component who is subject to such work leadership by the incumbent.

(b) Senior Union Representative(s)

Any Employee who, in accordance with Letter Of Understanding No. 2, exercises any work leadership functions in respect of any Employee in the Union Representative Component shall be classified as a Senior Union Representative and while thus classified shall be paid by the Employer premium pay on a bi-weekly basis in an amount equal to nine-and-one-half percent (9 1/2%) of the base (bi-weekly) rate of pay for the position of Senior Union Representative as set out in Appendix "A".

(c) Grievance/Arbitration Representative(s)

In recognition of the unique demands and skills required of the incumbent(s) in the position of Grievance/Arbitration Representative, each such Employee in the Union Representative Component shall be paid a special premium equal to the "Work Leadership Premium Pay" paid to Senior Union Representatives pursuant to Clause 17.05(b) above.

(d) Premium to Be Added And Included Into Base Rate

Notwithstanding the provisions of Clause 4.07 and Clause 4.08 which expressly exclude any premium pay as forming part of an Employee's base rate or base hourly rate, as the case may be, it is agreed that all "Work Leadership Premium Pay", or its equivalent, arising out of this Clause 17.05 shall be added and included into each eligible Employee's base rate and base hourly rate of pay for all applicable purposes under this Agreement.

### **Article 18 - Headquarters - Travel Time And Allowances, Meal And Relocation Expenses**

#### **18.01 Permanent Headquarters Defined**

Each Employee must have a designated permanent headquarters. This permanent headquarters shall be the location where the Employee normally works, normally reports for work, or the location to which the Employee returns between work assignments. An Employee's permanent headquarters shall not be changed due to any temporary work assignment or to avoid payment for any applicable travelling time or related entitlements under this Agreement.

#### **18.02 Travel Time**

All time spent travelling by Employees, by any means of travel, in the course of their employment, either before, during or after their regularly scheduled hours of work, shall be deemed to be time worked for all purposes under this Agreement and shall be paid for by the Employer at the applicable rate(s) of pay as prescribed by this Agreement, save and except that the time spent by an Employee travelling between his or her permanent headquarters and the Employee's home shall be unpaid time, unless expressly provided otherwise elsewhere in this Agreement.

### **18.03 Travel Allowances With Respect To Transportation**

#### **(a) Transportation Standards**

The Employer shall pay at least economy air fare for air travel and for other forms of travel shall pay the cost equivalent to first class standards for each Employee who travels from a point of hiring or on Employer business, when it is impractical for the Employee to use his or her personal vehicle. Such transportation shall not include bus transportation when other forms of travel by public carrier are available. This applies only for travel outside of the South Coast of B.C., as defined in Article 18.07(a) of this Agreement.

#### **(b) Transportation Home When Overtime - Administrative and Finance Component**

Where an Employee in the Administrative and Finance Component, as defined in Clause 5.02(c) (iii and iv), is required to work overtime the Employer shall, on request of the Employee, provide or pay reasonable costs for alternate transportation to and/or from the Employee's home under the following conditions:

- (i) provided that normal means of transportation is not available;
- (ii) where an Employee is in a car pool arrangement, "normal means of transportation" shall be deemed to include the car pool.

### **18.04 Travel Allowances With Respect To Accommodation**

#### **(a) Employer to Pay For Accommodation**

The Employer shall provide or pay for accommodation, of a reasonable standard, for Employees travelling from a point of hiring or on Employer business such that they must remain away from their home overnight.

#### **(b) Sleeping Accommodation On Single Occupancy Basis**

Sleeping accommodation shall be provided by the Employer on a single occupancy basis, unless other arrangements are mutually agreed between the Employee concerned and the Employer.

#### **(c) Checkout Time**

An Employee lodged in a commercial facility may retain such accommodation at the Employer's expense either until normal checkout time or until two (2) hours prior to his or her scheduled time of departure, if travelling by public transportation, whichever is later.

### **18.05 Meals Allowances**

The Employer shall provide or pay for meals of a reasonable quality for Employees travelling from a point of hiring or on Employer business in accordance with COPE Local 378's Expense Policy, as amended from time to time. Meal payments under the policy shall not require submission of receipts, unless the policy requires. If an appropriate meal is provided by any third party, such as but not limited to, an airline company, then no meal allowance under this Clause 18.05 shall be paid by the Employer for that meal.

### **18.06 Incidental Expenses**

The Employer shall pay all reasonable incidental expenses incurred by any Employee who is travelling from a point of hiring or on Employer business such that the Employee must remain away from his or her home overnight.

## **18.07 Relocation Expenses**

### **(a) Limitations On Relocation**

No Employee shall be required by the Employer to change his or her permanent headquarters to any location outside of the South Coast of British Columbia, without the prior express written consent of the Employee. The definition of South Coast shall mean, from Whistler to Hope, the Sunshine Coast and South to the US border, excluding Powell River and Vancouver Island.

### **(b) Relocation Expenses**

(i) When an Employee agrees pursuant to Clause 18.07(a) above to change his or her permanent headquarters to a location outside of the South Coast, the Employer and the Union shall attempt to resolve appropriate relocation expenses to be paid by the Employer to such Employee, failing which resolution the matter may be referred by either Party immediately to arbitration under Article 38, in which case the arbitrator shall have the authority and the jurisdiction to add to the terms of this Agreement with respect to implementation of his or her decision, which ruling shall apply only to the circumstances of the given Employee.

(ii) It is understood and agreed that in determining relocation expenses to be paid pursuant to Clause 18.07(b)(i) above, both of the Parties and any arbitrator acting under this Agreement must apply the principle of keeping "whole" the Employee who is being relocated, that is, the Employee is not to incur any economic loss because of the move. In making such determination, any financial gain made by the Employee by sale or rental of his or her personal domicile shall not be taken into account.

## **Article 19 - Vehicle Entitlements**

### **19.01 Vehicle Requirement**

Employees in the Legal and Union Representative Components, as defined in clause 5.02(c)(ii) and (v) must purchase or lease a vehicle for work related purposes. The vehicle purchased or leased by the Employee must be built and/or assembled in North America by a car manufacturer that is unionized. As of April 1, 2011 a vehicle under this Article must have a fuel efficiency rating of 15 liters per 100 km in the city, or better. As of April 1, 2012 a vehicle under this Article must have a fuel efficiency of 14 liters per 100 km in the city or better.

This requirement applies to new car purchases or leases following April 1, 2011.

### **19.02 Vehicle Insurance – Legal and Union Representative Component**

#### **(a) Paid By Employer**

##### **(i) Full Time Regular – Legal and Union Representative Component**

The Employer shall reimburse each eligible Employee for the cost of insuring the Employee's vehicle with a unionized insurer to a maximum amount of two thousand dollars (\$2000), with the employee paying the balance if applicable. The insurance provided by the Employer will include, but not be limited to, \$3,000,000 PLPD, rate class for business use, collision to the lowest deductible amount and comprehensive to the lowest deductible amount.

(ii) Full Time Temporary Employees – Legal and Union Representative Component

Full Time Temporary Employees shall be reimbursed by the Employer for any additional cost to obtain and maintain the vehicle insurance specified in Clause 19.02 (a)(i) above during their period of temporary employment within the Union Representative Component, relative to the cost of the personal vehicle insurance each such Employee carried immediately prior to commencing such bargaining unit work.

(iii) It is understood between the parties that when an employee is on an unpaid leave greater than thirty days the employee's car insurance shall continue until it expires. Where an employee decides to renew their insurance at the expiry date and returns to work sometime throughout the insurance entitlement the employer will prorate their insurance for the remainder of the coverage.

(b) Employer Paid Insurance Deductible In Case of Work Related Vehicle Accident

The Employer shall pay the deductible portion of insurance for any claim arising out of any accident which occurs while a Legal or Union Representative Component Employee is using his or her personal vehicle, whether owned or leased, in the performance of his or her duties.

**19.03 Vehicle Operating Costs – Legal and Union Representative Component**

(a) Credit Card Provided By Employer

Each Employee in the Legal and Union Representative Component shall be provided by the Employer with a credit card issued by a company of the Employer's choosing for the purpose of purchasing gas and "top-up" oil for the personal vehicle, whether owned or leased, which is used by the Employee for the business purposes of the Employer. The Employer shall be responsible for making the payments for such gas and "top-up" oil purchases made by each Legal or Union Representative Component Employee using the issued credit card. Such gas purchases shall be limited to regular grade gasoline unless otherwise specified by the vehicle manufacturer.

(b) Limitations on Use Of Credit Card

The credit card specified in Clause 19.03(a) above, shall only be used by an eligible Employee while the Employee is carrying out his/her duties as required by the Employer.

**19.04 Valid Driver's Licence**

(a) It shall not be a condition of employment for any Employee in the Legal and Union Representative Component to maintain a valid British Columbia Driver's Licence; however, no such Employee shall receive any of the vehicle allowance(s) specified in Clause(s) 19.01, 19.02, and 19.03 above in respect of any period of time when he or she does not possess this licencing. It is the Employee's responsibility to inform the Employer when he or she does not possess a valid British Columbia Driver's Licence.

(b) Subject to the other provisions of this Article 19, all Employees in the Legal and Union Representative Component shall be responsible for their own transportation when carrying out their duties within the South Coast of British Columbia. If loss of a valid driver's license unduly affects any such Employee's ability to perform his or her work within this geographic area, then he or she may be subject to discipline. The definition of South Coast shall mean, from Whistler to Hope, the Sunshine Coast and South to the US border, excluding Powell River and Vancouver Island.

**19.05 Use of Personal Vehicle - Administrative or Finance Component**

- (a) It shall not be a condition of employment for any Employee in the Administrative or Finance Component, as defined in Clause 5.02(c)(iii and iv), to use his or her personal vehicle (owned or leased) for the business purposes of the Employer.
- (b) An Administrative or Finance Component Employee who, by voluntary consent, uses his or her personal vehicle for the business purposes of the Employer shall be reimbursed by the Employer for all such use in the amount of fifty two cents (\$.52) per kilometre, or portion thereof. If this per kilometre rate is increased under the Constitution and/or Bylaws of COPE Local 378, then such increase shall apply equally to the per kilometre rate specified in this Clause 19.05.
- (c) The Employer shall pay the deductible portion of the insurance, to a maximum of five hundred dollars (\$500), for any claim arising out of any accident which occurs while the Administrative or Finance Component Employee is using his or her personal vehicle, whether owned or leased, in the performance of his or her duties.

**Article 20 - Paid Holidays**

**20.01 Paid Holidays**

- (a) For the purposes of this Agreement, the following are acknowledged as Paid Holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (b) In addition to the above, any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia shall be deemed to be a Paid Holiday for the purposes of this Agreement.

**20.02 Paid Holiday Pay**

- (a) Rate of Pay

Payment for each Paid Holiday observed shall be made at an Employee's regular rate of pay, except that if an Employee has been working as of the last working day prior to any Paid Holiday in a job at a higher rate than the Employee's regular pay rate the Employee shall be paid for the Paid Holiday at the higher rate of pay. This provision shall apply equally with respect to any day in lieu on which any Paid Holiday is observed pursuant to Clause 20.03 below.

- (b) Eligibility

All Employees shall be eligible for Paid Holiday pay under this Article provided that on the working day immediately before and on the working day immediately following the Paid Holiday (or day in lieu thereof) the Employee was at work or was otherwise subject to Paid Holiday payment pursuant to Clause(s) 20.06 or 20.07 while on vacation, leave of absence or layoff under this Agreement.

### **20.03 Paid Holiday Falling On A Day Of Rest**

(a) Definition of Day In Lieu

When a Paid Holiday falls on a day of rest, as defined in Clause 4.55, the Employer and the Union shall mutually agree to observe the Paid Holiday on that day or on a day in lieu thereof and Employees shall be advised at least fifteen (15) calendar days in advance of the day on which the Paid Holiday, or day in lieu thereof, is to be observed.

(b) Definition Of and Entitlement To Lieu Days

When a Paid Holiday (or day in lieu thereof) falls on an Employee's day of rest, the Employee shall be entitled to a day off work with pay in lieu of the holiday observed. The scheduling of such paid time off work in lieu (lieu day) shall be subject to mutual agreement between the Employee and the Employer.

### **20.04 Work On A Scheduled Paid Holiday (Or Day In Lieu)**

(a) Minimum

A minimum payment of four (4) hours at double time (2X) rates shall apply with respect to authorized reporting for work on any Paid Holiday (or day in lieu thereof).

(b) Pay and Time Off Work Entitlements

When an Employee works on a scheduled Paid Holiday (or day in lieu thereof), such Employee shall be paid double time (2X) the Employee's base hourly rate of pay for each hour, or portion thereof, worked, to a maximum of seven and one-half (7 1/2) hours worked on the scheduled holiday (or day in lieu thereof), in addition to the Paid Holiday pay specified in Clause 20.02 above.

(c) Pay for Additional Hours

When an Employee works on a scheduled Paid Holiday (or day in lieu thereof) beyond seven and one-half (7 1/2) hours, the Employer shall pay the Employee at the rate of three times (3X) the Employee's base hourly rate of pay for each hour, or portion thereof, worked in excess of seven and one-half (7 1/2) hours.

### **20.05 Scheduling Work on Paid Holidays**

Where the Employer has a requirement for work to be performed on any Paid Holiday (or day in lieu thereof) the performance of such work by any Employee shall be subject to the following:

(a) The Employer will make every effort not to schedule work on a Paid Holiday, or any day in lieu thereof; however, if such work is absolutely essential, Employees will be asked in order of seniority, from highest to lowest, if they wish to work on the Paid Holiday, or day in lieu thereof. If there are no volunteers for this work, the Employer will then select Employees to work on the Paid Holiday, or day in lieu thereof, in inverse order of seniority, from lowest to highest.

(b) The Employer shall give at least fifteen (15) calendar days prior notice to each Employee who is scheduled in accordance with this Clause 20.05 to work on any Paid Holiday (or day in lieu thereof). This provision shall not apply in the case of a bona fide emergency which is beyond the control of the Employer.

(c) Any Employee who is scheduled to work on a Paid Holiday (or day in lieu thereof) in accordance with this Clause 20.05, and who, without adequate reason, does not work shall not be entitled to any Paid Holiday pay pursuant to this Article for that day.

## **20.06 Holiday Coinciding With a Day Of Vacation**

For each Paid Holiday (or day in lieu thereof) which falls within an Employee's vacation period, the Employee shall be paid Paid Holiday pay and he or she shall receive one (1) extra day of paid vacation, to be taken in conjunction with the Employee's vacation or at another time mutually agreed between the Employer and the Employee.

## **20.07 Paid Holiday Pay In The Event Of Layoff or Leave Of Absence**

Employees not actively employed because of any leave of absence including, but not limited to, sick leave or leave while receiving Workers' Compensation payments or long term disability benefits, or while on layoff, under this Agreement, and who work sometime within the fifteen (15) calendar day period prior to, or the fifteen (15) calendar day period following, the Paid Holiday(s) (or day(s) in lieu) in question shall qualify for Paid Holiday pay under this Article for such Paid Holiday(s).

## **Article 21 - Vacations and Vacation Pay**

### **21.01 Eligibility**

All Employees shall be eligible for vacation and vacation pay in accordance with this Article and all other applicable provisions of this Agreement.

### **21.02 Past Service Credits**

Employees in the bargaining unit on the effective date of this Agreement, or who thereafter enter the bargaining unit, and whose service with any other employer(s) is or was recognized by the Union or any of its predecessors for the purposes of vacation entitlement shall have all such service recognized for such purposes under this Article (See Letter Of Understanding No. 11.), save and except as expressly provided otherwise by Clause 21.08(e) below.

### **21.03 Year of Hire Paid Vacation Entitlement**

#### **(a) No Vacation To Be Taken During First Six (6) Months**

A new Employee shall not take any vacation during his or her first six (6) months of employment.

#### **(b) Vacation Entitlement During Second Six (6) Months**

An Employee who completes six (6) months of continuous service in the calendar year of hire may take five (5) days of vacation with pay in the calendar year of hire which, if taken, shall be deducted from the Employee's entitlement upon reaching the first anniversary date of his or her employment. These days may be taken one (1) or more at a time. The scheduling of such days of vacation shall be subject to mutual agreement between the Employee and the Employer.

#### **(c) Vacation Pay Upon Termination During First Year Of Employment**

An Employee whose employment is terminated for any reason during the Employee's first year of employment shall be paid with his or her final pay an amount of money in lieu of vacation equivalent to six percent (6%) of his or her gross earnings earned to the date of such termination, less the amount of any vacation payment already received by the Employee.

### **21.04 Annual Vacation Entitlement and Pay (After Year-Of-Hire)**

#### **(a) Entitlement To Vacation**

An Employee shall earn annual vacation entitlement for any calendar year only on reaching the Employee's anniversary date, although the Employee may take annual vacation entitlement anytime during that calendar year, except as expressly provided otherwise by Clause 21.03(a) above.

(b) Vacation Pay

Payment for vacations shall be made at an Employee's regular rate of pay at the time the vacation is taken or, in accordance with Clause 21.04(c) below, as the applicable percentage of the Employee's gross earnings, as defined in Clause 4.27, earned in the previous calendar year, whichever is the larger amount. Adjustments with respect to such percentage application shall be made after the Employee has taken all vacation entitlement (excluding any banked vacation) for the current calendar year. It is, however, understood and agreed that banked vacation time shall be paid at the Employee's prevailing regular rate of pay at the time the vacation is taken or is otherwise paid out when the Employee terminates.

(c) Vacation Time Off Work

An Employee shall receive annual vacation time off work with pay according to the Employee's anniversary of employment as follows:

Anniversary Year(s)	Working Days	Vacation Pay As A Percentage Of Gross Earnings During Previous Calendar Year
1 - 2	15 working days	6.00%
3 - 7	20 working days	8.00%
8 - 15	25 working days	10.00%
16	26 working days	12.00%
17	27 working days	12.00%
18	28 working days	12.00%
19	29 working days	12.00%
20 (and thereafter)	30 working days	14.00%

(d) Impact of Temporary Promotion

If an Employee's rate of pay at the time of his or her scheduled vacation is based upon the Employee temporarily performing work in a job with a higher rate of pay than the Employee's regular job and the Employer postpones the Employee's vacation, the Employee shall be entitled to that higher rate of pay for the purposes of Clause 21.04(c) above if at the time of the Employee's rescheduled vacation his or her then current rate of pay is lower.

**21.05 Payment of Vacation Pay Prior To Vacation**

Employees shall be entitled to be paid their vacation fourteen (14) calendar days prior to commencement of their vacation, upon request, provided that such pay requests are for at least two (2) weeks or greater.

**21.06 Vacation Pay for Partial Years**

(a) Upon Termination after First Year of Employment

An Employee whose employment is terminated for any reason after his or her first anniversary date but prior to any succeeding anniversary date shall, in addition to his or her final pay, receive pay in lieu of any unused vacation entitlement from the previous full anniversary year (or the applicable percentage of gross earnings, if greater) plus the applicable percentage of gross earnings in the current anniversary year to date of termination.



(b) In Year of Retirement

In the event that an Employee takes normal or early retirement pursuant to this Agreement after one (1) anniversary date but prior to the Employee's next anniversary date, the Employee shall be entitled to the same vacation and vacation pay which the Employee would have received if he or she had continued working until his or her next anniversary date.

**21.07 Proration of Vacation Entitlement**

- (a) Approved absences paid for by the Employer, including annual vacation, and absences due to leave for Union business or maternity leave or absences as a result of an injury covered by Worker's Compensation shall not reduce an Employee's vacation entitlements in the subsequent calendar year.
- (b) Where an accumulation of absences due to sick leave and/or long term disability exceeds six (6) calendar months in any calendar year, vacation entitlement in the following calendar year shall be reduced by one-sixth (1/6) for each full month of absence in excess of six (6) calendar months.
- (c) Where an accumulation of absences, other than those stipulated in Clause(s) 21.07(a) and (b) above, exceeds three (3) calendar months in any calendar year, vacation entitlement in the following calendar year shall be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) calendar months.
- (d) The calculation and payment of gross earnings pursuant to Clause 21.04 above shall be subject to Clause(s) 21.07(a), (b) and (c) above.

**21.08 Vacation Selection**

(a) Subject To Essential Operational Requirements

Selection of vacation periods under this Agreement shall be subject to essential operational requirements, which right the Employer must invoke prior to any vacation selection in accordance with this Clause 21.08.

(b) Vacation Selection by Seniority

Employees shall select their vacation periods in order of seniority, from highest to lowest, as defined in this Agreement, on a component basis, that is, separately within each of Components, as defined in Clause 5.02(c).

(c) Only One (1) Period of Vacation To Be Selected At A Time

Only one (1) vacation period per Employee shall be selected by seniority until all Employees within each Component, as defined in Clause 5.02(c), have selected one (1) period. Subsequently, all Employees within each Component who have chosen to take their vacation in split periods in accordance with Clause 21.08(e) below shall select in order of seniority, from highest to lowest, for a second vacation period and this process shall be repeated for subsequent periods until all periods are chosen.

(d) When Vacation Selection Is To Occur

Scheduling of vacations pursuant to this Clause 21.08 shall be undertaken once in each calendar year for vacations to be taken during the next one (1) year period. Such vacation selection shall be completed by not later than December 15 in each calendar year, unless an extension is mutually agreed between the Employer and the Union.

(e) **Limitation on Use Of Seniority Accrued With Other Employers**

Seniority accrued with other employers which is recognized pursuant to Clause 11.02(b) shall not be recognized for the purposes of vacation selection under this Article 21. Instead, only seniority accrued within the bargaining unit in accordance with this Agreement shall be counted for the vacation selection purposes of this Article 21.

(f) **Split Vacations**

Vacations may be taken in split periods but normally at least two (2) weeks of an Employee's annual vacation entitlement must be taken as a continuous period.

**21.09 Banking Vacations**

- (a) Employees with less than five (5) weeks of vacation entitlement per Clause 21.04(c) above, and who have five (5) years or more of continuous service, will be permitted to bank up to one (1) week of vacation in any calendar year and take it in the following calendar year or later.
- (b) Employees with five weeks or more of vacation entitlement per Clause 21.04(c) above will be permitted to bank up to two (2) weeks of vacation in any calendar year and take it in the following calendar year or later.
- (c) The maximum banking of vacation which will be allowed pursuant to this Clause 21.09 shall be as follows:
  - (i) one (1) week of banked vacation for an Employee who is entitled to three (3) weeks of vacation per Clause 21.04(c) above.
  - (ii) four (4) weeks of banked vacation for an Employee who is entitled to four (4) or more weeks of vacation per Clause 21.04(c) above.

**21.10 No Change in Scheduled Vacation Without Employee's Consent**

- (a) An Employee's vacation schedule once established in accordance with Clause 21.08 above shall not be changed by the Employer without the consent of the Employee. Without limiting the generality of the foregoing, in the event that an Employee changes position, job or work location after the Employee's vacation has been scheduled but before the Employee takes this vacation, the Employer shall not change such Employee's scheduled vacation, unless the Employee agrees.
- (b) If an Employee agrees to any change in his or her previously scheduled vacation, the Employer shall reimburse the Employee for any direct costs incurred by the Employee as a result of any such change, and the Employee's changed vacation period(s) shall be rescheduled to a time mutually acceptable to the Employer and the Employee.

**21.11 No Call Back From Vacation Without Employee's Consent**

- (a) Once an Employee has commenced a scheduled vacation, such Employee shall not be called back to work by the Employer, without the consent of the Employee.

(b) If an Employee agrees to a call back to work by the Employer after the Employee has commenced a scheduled vacation, the Employer shall reimburse the Employee for any direct costs incurred by the Employee as a result of any such call back, and the Employee's remaining vacation shall be rescheduled to a time mutually acceptable to the Employer and the Employee.

#### **21.12 Paid Holidays During Vacation**

Whenever a Paid Holiday, or any day in lieu thereof, occurs during an Employee's vacation, the provisions of Clause 20.06 shall apply.

#### **21.13 Overlap of Vacation With Other Leaves Of Absence**

When an Employee is entitled to sick leave, family leave (bereavement, etc.), or any other approved leave of absence with pay during his or her vacation period, the applicable leave of absence shall prevail and there shall be no deduction from the Employee's vacation entitlements. Instead, the period of vacation which is thus displaced by the applicable leave of absence shall be taken later at a time mutually acceptable to the Employee concerned and the Employer.

#### **21.14 No Cessation of Operations To Use Or Exhaust Vacation**

The Employer shall not implement any cessation of operations, in whole or in part, such that the vacation entitlement of any Employee is used or exhausted except with the prior express written consent of the Employee(s) concerned and the Union.

### **Article 22 - Medical Certificates And Examinations**

#### **22.01 Medical Certificates**

An Employee may be required by the Employer to produce a certificate from a medical practitioner of the employee's choice for any one (1) absence due to illness or injury which is in excess of five (5) working days certifying that the employee was unable to carry out his or her duties due to illness or injury. The Employer shall give reasonable notice to any employee required to produce a medical certificate under this Article. Notwithstanding this, when the Employer believes that an employee's absenteeism is excessive, it may require the employee to obtain the above medical certificate in the case of any absence as a result of illness or injury. The Employer will notify the Union and the employee before it invokes this right and will discuss the matter with the Union at its request.

#### **22.02 Medical Examinations**

An employee who is absent due to illness or injury more than four (4) times in any one (1) calendar year involving absences of five (5) working days or less may be required by the Employer to undergo a medical examination by a medical practitioner mutually acceptable to the parties in order to establish that the employee is medically fit to perform his or her normal duties. The parties will develop a list of up to ten (10) doctors who are mutually acceptable to perform medicals under this section. The employee shall provide a copy of the medical practitioner's report to the Employer, attesting that the employee is medically fit to perform his or her normal duties, prior to the employee returning to work. The Employer shall give reasonable notice to any employee required to provide a medical practitioner's report under this Article. Notwithstanding this, when the Employer believes that an employee's absenteeism is excessive, it may require the employee to obtain the above medical certificate in the case of any absence as a result of illness or injury. The Employer will notify the Union and the employee before it invokes this right and will discuss the matter with the Union at its request.

#### **22.03 Confidentiality of Medical Information**

The Employer shall ensure that medical information is maintained in strict confidence.

#### **22.04 Costs Borne By Employer**

The costs for obtaining any medical certificate, examination or report, as referred to in this Article, shall be borne by the Employer.

## Article 23 - Sick Leave And Long Term Disability

### **23.01 Sick Leave Definition**

Sick leave is defined as the period of time that an eligible Employee is entitled to be absent from work with pay due to illness, injury, disability or other medical condition.

### **23.02 Eligibility For Sick Leave**

All Employees who have completed the probation period referred to in this Agreement shall be eligible for sick leave in accordance with this Article and all other applicable provisions of this Agreement.

### **23.03 Sick Leave Allowance**

(a) Entitlement In Calendar Year Of Hire

On completion of the probation period referred to in this Agreement, an eligible Employee shall be entitled to three (3) paid sick leave days, subject to the provisions of Clause 23.03(d) below. For each additional month of service in excess of the probation period such Employee shall be entitled to one (1) additional day of paid sick leave to a maximum of five (5) days in the first calendar year of employment.

(b) Entitlement After Calendar Year Of Hire

On the first day of the calendar year following the calendar year in which the probation period is completed, and each calendar year thereafter, an eligible Employee shall be entitled to a maximum of five (5) additional days of paid sick leave for each completed calendar year of service.

(c) Maximum Entitlement

The maximum number of paid sick days that an eligible Employee shall be entitled to receive, in accordance with the above, shall be one hundred (100) in any calendar year.

(d) No Year-To-Year Accumulation

There shall be no accumulation of sick leave hours from one (1) calendar year to the next, except under the express conditions referred to in Clause 23.04 below.

(e) No Payback Of Excess Sick Leave Used In Year Of Termination

It is understood and agreed that in the event an eligible Employee terminates employment with the Employer, for any reason, and the Employee has used more than the pro-rated portion of the calendar year's entitlement in the year of termination, such excess sick leave granted shall not be deducted from the Employee's final earnings.

(f) Past Service Credits

Employees in the bargaining unit on the effective date of this Agreement, or who thereafter enter the bargaining unit, and whose service with any other employer(s) is or was recognized by the Union or any of its predecessors for the purposes of sick leave entitlement shall have all such service recognized for such purposes under this Article. (See Letter Of Understanding No. 11.)

#### **23.04 Sick Leave Extending Into the New Year**

(a) **Exhausting Previous Calendar Year's Entitlement**

Where an illness, injury, disability or other medical condition continues into a new calendar year, an eligible Employee's sick leave entitlement for that illness shall be the balance of the sick leave entitlement in the previous calendar year.

(b) **Entitlement In New Calendar Year**

On return to work, in the event of a subsequent illness, injury, disability or other medical condition, the Employee shall be eligible to receive the sick leave entitlement, based on the Employee's length of service, that would have been granted on the first day of the calendar year in which the Employee returns to work.

#### **23.05 Use of Sick Leave Credits**

(a) **To Cover First Thirty (30) Calendar Days of Sick Leave**

An eligible Employee shall be entitled to utilize any unused sick leave credits granted in any calendar year for any absence from work due to illness, injury, disability or other medical condition up to and including the first thirty (30) calendar days of any such absence. If an absence exceeds thirty (30) calendar days the Long Term Disability provisions of this Article shall apply.

(b) **Reporting Sickness to Employer**

An eligible Employee requesting sick leave credits shall report to the President of the COPE, Local 378, or delegate, as soon as may be reasonably possible the illness, injury, disability or other medical condition giving rise to the Employee's absence.

(c) **Workers' Compensation Payments Prevail**

Sick leave credits shall not be used for any period of absence from work for which an eligible Employee is covered and compensated by Workers' Compensation Board payments.

(d) **Advance Of Sick Leave Credits**

An eligible Employee who has exhausted his or her sick leave credits may request in writing from the Employer an advance of sick leave credits, which request shall not be unreasonably denied by the Employer.

(e) **Sick Leave In Conjunction With Vacation**

An eligible Employee shall have the right to use sick leave credits while on vacation by substituting sick leave credits for vacation days for any applicable period of illness, injury, disability or other medical condition, providing the Employee produces a medical certificate from a medical practitioner of the Employee's choice stating the period during which the Employee was thus affected during his or her vacation. When such substitution occurs, the Employee shall have the number of his or her vacation days thus affected credited to his or her vacation entitlement.

#### **23.06 Long Term Disability Definition**

Long term disability shall be defined as the period of time that an eligible Employee is absent for any continuous period in excess of thirty (30) calendar days due to illness, injury, disability or other medical condition covered by the Long Term Disability Plan referred to in this Article.

### **23.07 Eligibility for Long Term Disability**

All Employees who have completed the probation period referred to in this Agreement shall be eligible for long term disability coverage and benefits in accordance with this Article and all other applicable provisions of this Agreement.

### **23.08 Long Term Disability Plan**

(a) Continuation of Current LTD Plan

The current Long Term Disability Plan ("LTD Plan") shall continue in effect during the life of this Agreement, subject to and in conformance with the provisions of this Article. This LTD Plan shall be deemed to be a benefit plan for all purposes under this Agreement.

(b) LTD Benefit Payments

The LTD Plan shall pay to an eligible Employee fifty percent (50%) of the Employee's base rate of pay in effect at the onset of disability through illness, injury or other medical condition as defined in the Plan, except that the first thirty (30) calendar days of disability shall be covered by available sick leave credits as referred to in Clause 23.03 of this Article.

(c) LTD Premium Costs Borne By Employee

The premium costs for the Long Term Disability coverage referred to in this Agreement shall be paid one hundred percent (100%) by each eligible Employee.

(d) Continuation of Employment and Benefits

An Employee who is eligible for or in receipt of benefits under the LTD Plan shall not be terminated by the Employer and benefits shall continue during any period of eligibility, subject to the Employee, if requested to do so by the Employer, providing a medical report from a medical practitioner of the Employee's choice attesting to the continued disability. The costs for obtaining such medical report shall be borne by the Employer.

### **23.09 Advance Payments of Long Term Disability**

During the first month in which an employee who is eligible and has applied for Long Term Disability Benefits, the Employer shall, on written request by the Employee, advance to the employee the amount of money which the employee is entitled to receive from the LTD Plan. Such advance payment shall be refunded to the Employer by the employee following the employee's return to work on a normal basis, or earlier at the employee's option. The repayment will be made over a 6 (six) month period and can be made by cheque, by utilizing vacation overtime or RWWL days, or a combination thereof.

If the Employee terminates employment, such advance payment shall be deducted from the final pay, if any, paid by the Employer to the Employee, otherwise the Employer shall have the right to seek reimbursement through legal action.

### **23.10 Long Term Disability Supplement**

(a) Use Of Sick Leave Credits

An Employee who is in receipt of Long Term Disability benefits shall be entitled to utilize unused sick leave credits, as referred to in this Article, to supplement Long Term Disability income.

(b) Amount of Daily Supplement

The amount of the supplement per day shall be equal to two and one-quarter (2 1/4) hours pay at the Employee's base hourly rate of pay and such supplement shall be charged to the Employee's unused sick leave credits.

(c) Supplement Paid Bi-Weekly

The above supplement shall be paid bi-weekly to the Employee during each regular bi-weekly pay period that the Employee is absent and entitled to receive Long Term Disability benefits.

**23.11 Resolution of Disputes Concerning Long Term Disability**

The Employer agrees that in the event of any dispute concerning entitlement to, or amount of, LTD benefits under this Agreement, the Employer will make a joint representation with the Union to the appropriate governing authority in an attempt to resolve the dispute(s).

**Article 24 - Family Leave**

**24.01 Maternity Leave**

(a) A pregnant employee who request maternity leave shall be entitled to:

- i) seventeen (17) consecutive weeks of unpaid leave, unless the employee requests a shorter period, plus
- ii) up to an additional six (6) additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work at the end of her maternity leave, plus
- iii) parental leave pursuant to article 24.02, beginning immediately after the end of the maternity leave period(s), or at some other time mutually agreed between the Employer and the employee.

(b) Commencement of Maternity Leave

- i) The pregnant employee shall advise the Employer a minimum of three (3) weeks in advance of the date on which the maternity leave of absence is to commence.
- ii) The period of maternity leave shall commence from nine (9) weeks prior to expected date of confinement. However, the employee may request postponement of the commencement of maternity leave for any period approved in writing by a qualified medical practitioner of the employee's choice.
- iii) Once maternity leave has commenced the employee may not return to work during the six (6) week period following the date of delivery, unless the employee requests in writing a shorter period a minimum of one (1) week in advance of the intended date of return and provides a medical certificate from a qualified medical practitioner of the employee's choice attesting to the employee's ability to resume work.

(c) Continuation of Benefits

An employee while on maternity leave shall be entitled to continued benefit plan coverage and benefits under this Agreement in accordance with Clause 25.12.

(d) Use of Sick Leave Entitlements

- i) An employee who is absent due to medical reasons related to pregnancy shall be entitled to utilize, before and/or after the maternity leave period referred to in Clause 24.01(a) above, any unused sick leave credits referred to in this Agreement, provided such absence is supported by a medical certificate or report from a qualified medical practitioner of the employee's choice.
- ii) If an employee is eligible for unemployment insurance sick leave benefits, the employee may supplement those benefits from unused sick leave entitlements.

(e) Notice of Return to Work

An employee on maternity leave who intends to return to work shall notify the Employer at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the maternity leave of her intent to return to work, whichever is the earlier date.

(f) Medical Documentation Paid For By Employer

The costs for obtaining any medical certificate, examination or report, as referred to in this Clause 24.01, shall be borne by the Employer.

(g) Post-Maternity Job Posting Rights

i) An employee who terminates by not returning to work in accordance with this article may obtain the right to apply for job vacancies.

ii) In order to qualify for the right to apply for job vacancies, the employee must advise the Employer of her resignation not later than fifteen (15) weeks after the date of commencement of maternity leave.

iii) The right to apply for job vacancies shall be in effect for two (2) years from the date of the employee's commencement of maternity leave. The employee must be available to return to work within thirty (30) calendar days of the date of notification of being the successful applicant for a job posting, otherwise the employee shall be deemed to have withdrawn her application.

iv) Seniority and service shall continue to accrue for all purposes under this Agreement while an Employee is eligible for post-maternity job posting rights in accordance with this Clause 24.01 (g).

(h) Maternity Leave Top-Up Allowance

i) The employer will provide an employee who qualifies for maternity leave with fifteen (15) weeks of top-up to her Employment Insurance benefits, to 100% of her base salary without any premium pay. Such top-up pay will be paid after the Employee provides proof of receipt of Employment Insurance benefits. The Employee should realize that these benefits may be retroactive because of delays by the Employment Insurance Commission.

ii) The Employee will be required to sign an agreement to return to work for a period of six (6) months. If the Employee does not return to work then she shall be required to repay the benefits received.

iii) This top-up pay will be subject to all statutory deductions.

## 24.02 Parental Leave

(a) An employee requesting parental leave under this section shall be entitled to up to thirty-seven (37) consecutive weeks unpaid leave beginning:

i) in the case of a birth mother, as set-out in article 24.01 up to thirty-five (35) consecutive weeks unpaid leave, or

ii) in the case of a birth father, up to thirty-seven (37) consecutive weeks unpaid leave within the fifty-two (52) week period immediately following the birth, or

iii) in the case of an adopting parent, up to thirty-seven (37) consecutive weeks unpaid leave within the fifty-two (52) week period immediately following the date the child is placed with the parent.



- (b) If the child has a medical condition requiring an additional period of parental leave, the employee is entitled to an additional five (5) consecutive weeks unpaid leave, beginning immediately after the leave taken under subsection (a).

The combined maternity leave and parental leave entitlement that any employee may be entitled to under the above sections shall be fifty-two (52) weeks, plus any additional leave granted under articles 24.01 and 24.02.

The Employer may require submission of a birth certificate for the child(ren) of an employee who is applying for parental leave prior to the commencement of such leave.

An employee shall request parental leave at least three (3) weeks in advance of the date of commencement of the leave.

In the case of adoption, the Employer may request proof of the adoption prior to the commencement of such leave.

In the case of adoption, the employee shall request the leave at least three (3) weeks in advance of the date of commencement of the leave.

- (c) **Parental Leave Top-Up Allowance**

- (i) The employer will provide an employee who has not already received maternity leave and qualifies for parental leave with fifteen (15) weeks of top-up to their Employment Insurance benefits, to 100% of their base salary without any premium pay. Such top-up will be paid after the Employee provides proof of receipt of Employment Insurance benefits. The Employee should realize that these benefits may be retroactive because of delays by the Employment Insurance Commission.

- (ii) The Employee will be required to sign an agreement to return to work for a period of six (6) months. If the Employee does not return to work then they shall be required to repay the benefits received.

- (iii) This top-up pay will be subject to all statutory deductions.

#### **24.03 Immediate Family Care Leave**

- (a) All Employees shall be entitled to twenty five (25) hours of paid time off work in each calendar year for the purposes of attending to immediate family matters. Such paid time off work may be taken at one (1) time or in any increments of one (1) or more hours, at the Employee's option, to a total of twenty five (25) hours. Such paid time off work shall be approved by the Employer upon request by an Employee.

- (b) For the purposes of this Clause 24.03, "immediate family" shall be defined as specified in Clause 24.04(a) below.

- (c) An Employee who does not use all of his or her entitlement to paid time off work under this Clause 24.03 in any calendar year shall forfeit the balance.

#### **24.04 Bereavement Leave**

- (a) Leave of absence with pay of five (5) working days shall be granted to an Employee in the event of a death in the immediate family.
  - (i) For the purposes of this Clause 24.04, "immediate family" shall include: spouse, common-law spouse, children step-children or foster children, parents, step parents or foster parents, siblings, step siblings, grandparents, step grandparents, step grandparents-in-law, grandchildren, parents-in-law, step parents-in-law son-in-law, step son-in-law, daughter-in-law, step daughter-in-law, brother-in-law, step brother-in-law, sister-in-law, step sister-in-law, niece, step niece, nephew, step nephew, aunt, step aunt, uncle, step uncle and any other relative permanently residing in the Employee's household or with whom the Employee permanently resides.
  - (ii) For the purpose of this Clause 24.04, persons of the same sex who are cohabitants shall, at their option, be deemed to be spouses.
- (b) An Employee may request, in writing, additional leave without pay for the purposes of this Clause 24.04, which leave shall not be unreasonably denied by the Employer.
- (c) If an Employee is on vacation at the time of bereavement, the Employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his or her vacation entitlement.
- (d) Leave of absence with pay of four (4) hours shall be granted to an employee to attend a funeral as a pall bearer or mourner for the death of any person not covered by Article 24.04 (a).

#### **Article 25 - Other Leaves Of Absence**

##### **25.01 Medical/Dental Care Leave**

An Employee shall be granted a paid leave of absence for the purpose of attending medical or dental appointments during working hours. An Employee will provide the Employer with as much notice as possible of such appointments.

##### **25.02 Quarantine Leave**

An Employee who is placed under quarantine by the lawful authority of any person shall be granted a paid leave of absence for the duration of the quarantine period, subject to provision of documentary proof of such quarantine.

##### **25.03 Public Office Leave**

An Employee who is a candidate for or is elected or appointed to any public office shall be granted unpaid leave of absence as required to campaign for and/or to serve in such public office. An Employee granted such leave shall be entitled to accrual of seniority, service and vacation and all other rights and entitlements under this Agreement but shall not be eligible for continued benefit coverage during the period of the leave, unless the Employee pays the full costs for the continuation of such benefit coverage, including any applicable optional benefits.

#### **25.04 Court Leave**

- (a) Leave of absence with pay shall be given to every Employee who is required:
- (i) the selection for and/or service on a jury; or
  - (ii) by subpoena or summons to attend as a witness in any proceeding held:
    - in or under the authority of any court of competent jurisdiction or a grand jury;
    - before a court, judge, justice, magistrate or coroner;
    - before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons;
    - before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
    - before the Labour Relations Board of British Columbia or any person or body of persons representing this board;
    - before an arbitrator or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

If the Employee receives any payment, excluding pay for meals, travel and other expenses, for such duties from any third party, this pay shall be remitted to the Employer. However, such remittance shall not exceed the Employee's net pay received from the Employer during the applicable time period.

- (b) If an Employee is sued or accused of an offence which requires a court appearance, the Employee shall be granted an unpaid leave of absence to attend court. In the event that an Employee is incarcerated while awaiting a court appearance or while on trial, such Employee shall be granted an unpaid leave of absence for the duration of such period.

#### **25.05 Voting Leave**

Any Employee who is eligible to vote in any Federal, Provincial or Municipal election or referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his or her ballot.

#### **25.06 Government Emergency**

An Employee whose services are required for emergency operations by request from government emergency programs or appropriate police or other lawful authority shall be granted leave of absence with pay for the duration of any period when the Employee's services are so required. Any remuneration, excluding pay for meals, travel and other expenses, which the Employee receives for these services from the appropriate authority shall be remitted to the Employer. However, such remittance shall not exceed the Employee's net pay received from the Employer during the applicable time period.

#### **25.07 Military Duty**

- (a) Employees who participate in activities related to the reserve component of the Canadian Armed Forces shall be granted an unpaid leave of absence for this purpose.
- (b) Employees who serve in the Canadian Armed Forces during any period of war declared by the Government of Canada shall be granted a leave of absence without pay for this purpose.

## 25.08 Religious Holidays

Leave of absence without pay for religious holidays may be granted, which permission shall be consistently applied and shall not be unreasonably denied by the Employer.

## 25.09 Personal Leave

- (a) An Employee who has completed three (3) or more years of continuous service with the Employer shall be granted, upon two (2) weeks' notice, up to three (3) days unpaid leave of absence a year, to be taken in unbroken sequence.
- (b) An Employee who has completed five (5) or more years of continuous service with the Employer shall be granted, upon one (1) month's notice, up to five (5) days unpaid leave of absence a year, to be taken in unbroken sequence.
- (c) An Employee who has completed ten (10) or more years of continuous service with the Employer shall be granted, upon three (3) months' notice, up to ten (10) days unpaid leave of absence a year, to be taken in unbroken sequence.
- (d) An Employee may request an unpaid sabbatical leave from the Employer for a period not to exceed one (1) year. The granting of any such request shall be subject to the sole discretion of the Employer.
- (e) **Deferred Salary Leave Plan**

### 1. Description

The purpose of the DSLP is to afford employees the opportunity of taking one year leave of absence with part pay by deferring salary for four years and taking leave in the fifth year. It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.

### 2. Qualifications

Regular employees who have completed five (5) years of continuous employment with the Employer may participate in the DSLP.

### 3. Application

- a) In order to participate, an employee must make written application to the Employer. DSL shall not be unreasonably refused, however, not more than two (2) full time employees (or equivalent) shall be entitled to be absent on a DSLP and/or sabbatical (per 29.09(d)) at any one time.
- b) When multiple proposals for leave are submitted at the same time, proposals will be considered in order of seniority of applicants. Once the DSLP has been approved, seniority will not affect its implementation.

### 4. Payment Formula and Leave of Absence

The payment of salary and benefits, and the timing of one year leave of absence shall be as follows:

- a) In the first years of the Plan, an employee will be paid  $66\frac{2}{3}\%$  to 80% of their salary, dependent on the agreement signed. The remaining 20% to  $33\frac{1}{3}\%$  of annual salary, will be accumulated and this amount shall be paid to the employee during the period of absence (between six (6) months, and one (1) year). Interest earned in the Plan on behalf of the participating employee shall be paid at the end of each calendar year. Any such interest paid to a participant under the Plan represents employment income rather than income from property.
- b) Employees' health and welfare benefits and pension contributions will be maintained by the Employer during their leave of absence. Any benefits tied to salary level shall be structured according to actual salary paid.
- c) It is understood that unemployment insurance premiums will be based on the gross salary during the deferral period and will not be payable during the leave period, and that Canada Pension Plan (CPP) deductions will be based on net salary during both the deferral period and the leave period. Where the deferred amounts are paid to the employee by a trustee, that trustee is deemed to be an employer of the employee by the *CPP Act* and is therefore required to pay the employer's contribution in respect of that employee.
- d) The leave of absence must be taken within six (6) years of commencing the plan.

#### 5. Terms of Reference

- a) Payment to a participant on leave shall be in equal installments, following the employer's normal payroll schedule. These installments shall start in the first pay after commencement of the leave. The final installment shall be the balance of any monies retained by the Employer for the participant in the Plan.
- b) Upon no less than six months' notice, a participant may request a postponement of the start of the leave requested in the initial application. Such postponement will be granted where it is not in conflict with the number of employees approved to take leave in that year and where such postponement does not violate Section 4(d) of this Memorandum.
- c) On return from leave, an employee shall return to the position held immediately prior to going on leave for a period that is not less than the period of the leave of absence. If the position is no longer available, the employee shall be entitled to rights per Article 39.
- d) An employee participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
- e) Employees who are laid off will be required to withdraw from the Plan and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within 60 calendar days of withdrawal from the Plan.
- f) Prior to taking their leave of absence, an employee may withdraw funds from the Plan only in the case of unexpected financial or other exceptional hardship. Upon withdrawal any monies accumulated plus interest owed, will be repaid to the employee within 60 calendar days of notification.

- g) Should an employee die while participating in the Plan, any monies accumulated plus interest owed at the time of death, will be paid to the employee's estate.
- h) It is understood that all amounts under the Plan will be paid to the participating employee no later than the end of the first taxation year of the employee that commences after the end of the deferral period.
- i) There will be no interruption of a leave once it has commenced.

6. Salary

Throughout the period of the leave of absence, the employee may not receive any salary or wages from COPE 378 or from any other person or partnership with who COPE 378 does not deal at arm's length, other than:

- a) amounts which were deferred under the Plan; and
- b) the reasonable fringe benefits that COPE 378 usually pays to or on behalf of employees.

7. Employee Agreement

The Employer and Employee will prepare a document outlining the specific terms the individual DSLP, and will both sign prior to commencement of the Plan.

8 Income Tax Act

This Plan will be submitted for review to ensure that it complies with the requirements of the *Income Tax Act*. The Parties agree that they will make any modifications to this Plan that are necessary in order to comply with the *Income Tax Act*.

**25.10 Reduced Work Week Leave (RWWL)**

(a) Entitlement

All Employees shall accrue seventeen (17) days a year of paid Reduced Work Week Leave (RWWL) in lieu of the thirty-five (35) hour work week.

(b) Basis for Accrual

- (i) One (1) day of paid RWWL shall accrue in each of the seventeen (17) bi-weekly pay periods which does not contain any Paid Holiday, as defined in Article 20 of this Agreement. If the number of Statutory or Proclaimed Holidays is increased, in accordance with Clause 20.01(b) of the Collective Agreement, the number of days of RWWL shall in any event remain at seventeen (17) per year and the Parties shall establish appropriate accrual periods by mutual agreement, failing which the matter shall be subject to resolution through the grievance and arbitration procedures set forth in the Collective Agreement, in which case an arbitrator shall have the authority and jurisdiction to add to the terms and conditions of the Collective Agreement with respect to implementation of his or her decision.
- (ii) Eligible Employees who are hired, recalled or who terminate during an applicable bi-weekly pay period shall accrue RWWL on the basis of one-ninth (1/9) of that period's RWWL allowance for each day worked during that period.

- (iii) Eligible Employees who are on leave of absence without pay or who are laid off for the duration of an applicable bi-weekly pay period shall not earn any RWWL for that pay period. However, if an eligible Employee works during an applicable bi-weekly pay period, either before or after taking a leave of absence without pay or being laid off, such Employee shall accrue RWWL on the basis of one-ninth (1/9) of that period's RWWL allowance for each day worked during that period.
- (c) Using RWWL
  - (i) The standard is that each day of RWWL shall be taken as scheduled paid time off work in the bi-weekly pay period in which it is earned, subject to essential operational requirements.
  - (ii) The authorized variation is that RWWL may be banked temporarily up to a limit of fifteen (15) days after which RWWL which is in excess of that limit must be taken as scheduled paid time off work or placed in another bank to be used for the purposes of: early retirement; pay-out on termination; or pay-out under exceptional circumstances as mutually agreed between the Employer and the Union. Scheduled time off work for RWWL which is in excess of the fifteen (15) day limit stipulated above must be granted by the Employer and shall not be subject to operational requirements.
  - (iii) Scheduled time off work for RWWL shall be prescheduled for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance. In the case of conflict, preference shall be granted on the basis of seniority, within each Component as defined in Clause 5.02(c). The need or arrangement for prescheduling may be varied by mutual agreement between the Employer and the Union.
- (d) Pay for RWWL
  - (i) RWWL unused at the time of termination, early retirement or retirement shall be subject to pay-out, or under other circumstances, on a case by case basis, subject to the prior written agreement of the Union.
  - (ii) Pay-out for RWWL shall be at the rates of pay prevailing at the time of payment.

#### **25.11 Other Leaves**

Leaves of absence, other than those expressly provided for in this Agreement, may be approved by the Employer, subject to the discretion of the Employer. Such leaves of absence may be paid or unpaid. In the granting of such leaves of absence, the Employer shall ensure that no favouritism or discrimination affects any particular applicant.

#### **25.12 Employee Entitlements During Leaves Of Absence**

An Employee granted any leave of absence, or extension, pursuant to this Agreement shall be kept "whole" in all respects under this Agreement including, but not limited to, seniority, service and vacation accrual; the right to apply for job postings; benefit plans coverage and benefits; and all other rights and entitlements as if he or she had remained working for the duration of the leave of absence, including any extension thereto, unless this Agreement expressly provides otherwise. For example, it is understood and agreed that if the leave of absence is unpaid, the relevant salary provisions of this Agreement shall not apply during the leave of absence.

#### **25.13 No Call Back From Leave Of Absence**

- (a) Once an Employee has commenced an approved leave of absence, such Employee shall not be called back to work by the Employer, without the consent of the Employee.

- (b) If an Employee agrees to a call back to work by the Employer after the Employee has commenced an approved leave of absence, the Employer shall reimburse the Employee for any direct costs incurred by the Employee as a result of any such call back, and the Employee's remaining leave of absence shall, at the option of the Employee, be rescheduled to a time mutually acceptable to the Employer and the Employee.

**25.14 Return to Work**

- (a) Return to Former Position

An Employee who is on a leave of absence under this Collective Agreement for a period of ninety (90) days or less shall be returned upon the conclusion of such leave of absence to the job which he or she held prior to the leave of absence.

- (b) Return to Comparable Job

An Employee who is on a leave of absence under this Collective Agreement for a period in excess of ninety (90) days shall, upon the conclusion of such leave of absence, be given a comparable job in the bargaining unit and shall receive the same pay as in effect prior to such leave of absence and any increases in pay which may have occurred during this leave of absence.

- (c) Delay In Returning To Work

An Employee whose return to work is delayed following conclusion of any leave of absence granted pursuant to this Agreement shall be required to provide the Employer with reasonable grounds for the delay. In the event the Employee does not provide reasonable grounds for the delay, the Employee may be subject to discipline up to and including discharge.

**Article 26 - Union Membership and Dues**

**26.01 Union Membership**

- (a) The Employer agrees that all Employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union. New Employees, hired subsequent to the signing of this Agreement, shall become and remain members of the Union as a condition of employment on the first (1st) day of employment by the Employer.
- (b) The Employer shall advise the Union of all newly hired Employees within fifteen (15) calendar days of the date of their employment.

**26.02 Union Dues Authorization**

Each Employee in the bargaining unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the Employee's pay or salary the amount of the regular monthly dues and any other dues, levies, assessments, fees or fines owing or payable to the Union as established by the Union.

**26.03 Mandatory Union Dues and Other Deductions**

- (a) The Employer shall, as a condition of employment, deduct from the pay or salary of each Employee in the bargaining unit the amount of the regular monthly or other dues including, but not limited to, initiation fees owing or payable to the Union by a member of the Union, as established by the Union.



- (b) The Employer shall deduct from the pay or salary of any Employee who is a member of the Union the amount of any levies, assessments, fees or fines owing or payable to the Union by a member of the Union, as established by the Union.
- (c) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of fifteen (15) calendar days notice in advance of the implementation date of any change in deductions pursuant to this Article.

#### **26.04 Voluntary Deductions**

The Employer shall deduct any amount of money from an Employee's pay or salary as may be on a voluntary basis owing or payable by the Employee to the Union, subject to receiving the prior express written consent of the Employee.

#### **26.05 Remittance of Deductions**

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by not later than the fifteenth (15) day of the calendar month following the date of deduction and shall be accompanied by information specifying the names of the Employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

#### **26.06 Record of Union Deductions (T4 Slips)**

The Employer shall supply each Employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the Employee in the previous calendar year. Such record shall be provided to each Employee prior to March 1 of the succeeding calendar year.

#### **26.07 Religious Objections**

The Parties agree that Section 17 of the Labour Relations Code of British Columbia, or any equivalent successor legislation, shall govern any disputes which arise because a person, on religious grounds, refuses to pay to the Union any of the initiation fees, dues or other assessments otherwise prescribed by this Article.

#### **26.08 COPE, LOCAL 378 Members Working Temporarily Within the Jurisdiction of the USW, Local 2009**

- (a) The Union agrees that the Employer has the right to use COPE, Local 378 Members to fill Full Time Temporary positions within the bargaining unit for a period not to exceed twelve (12) consecutive months, subject to the provisions of Clause 9.06 of this Agreement. Any longer period of such employment must have the prior written agreement of both the Employer and the Union.
- (b) It is understood and agreed that all Members of the COPE, Local 378 who fill Full Time Temporary positions within the bargaining unit pursuant to Clause 26.08(a) above must, for the duration of such employment, maintain their membership status in good standing with the COPE, Local 378.

- (c) Members of the COPE, Local 378 who fill Full Time Temporary positions within the bargaining unit pursuant to Clause 26.08(a) above shall be covered by all of the terms and conditions of this Collective Agreement save and except that:
  - (i) these persons shall continue to be subject to the union membership and dues, benefit plan and pension plan provisions of the collective agreement in force and effect with their employer with whom the COPE, Local 378 has contractual relations unless the COPE, Local 378 and the USW, Local 2009 agree otherwise in writing, on a case by case basis, in which event the applicable provisions of this Collective Agreement shall prevail.
  - (ii) these persons shall be entitled to the cash equivalent, to be paid monthly, of the vehicle entitlements prescribed by Article 19 of this Collective Agreement, unless the COPE, Local 378 and the USW, Local 2009 agree otherwise in writing, on a case by case basis.
  - (iii) these persons shall be entitled to any advantage in their favour, relative to this Collective Agreement, which arises out of the collective agreement in force and effect with their employer with whom the COPE, Local 378 has contractual relations.
- (d) For the duration of employment of each COPE, Local 378 Member pursuant to Clause 26.08(a) above, the Employer shall, in respect of each such person, pay to the Union an amount equivalent to the Union dues which would otherwise be paid per Article 26 if the position was filled by a Member of the USW, Local 2009.

#### **Article 27 - Union Representation**

##### **27.01 Union Representatives**

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing Employees under this Agreement and the Employer agrees to cooperate with these persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.
- (b) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the Employees for the purposes of this Agreement and shall promptly notify the Employer in writing of any changes in these names.

##### **27.02 Time Off Work For Union Business**

- (a) Duly authorized representatives of the Union, as designated by the Union, shall be granted reasonable time off during regular working hours to perform their duties and this time shall be deemed to be time worked.
- (b) Requests for time off for Union business pursuant to this Clause 27.02 shall take precedence over any other application for time off on the same day(s).

### **27.03 Leave Of Absence for Union Business**

- (a) Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the United Steelworkers' of America shall be granted an unpaid leave of absence to perform their duties, with the time involved considered as service with the Employer.
- (b) An Employee on leave pursuant to this Clause 27.03 may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case s/he shall be responsible for reimbursing the Employer on a monthly basis for the cost of such continued coverage, unless either the Union or the United Steelworkers' Of America makes such monthly payments on behalf of the Employee.
- (c) Except as expressly provided otherwise by this Clause 27.03, the Employee shall be kept "whole" by the Employer with respect to all seniority, benefits and other rights and entitlements which would accrue under this Agreement had he or she remained working.
- (d) Permission for leave pursuant to this Clause 27.03 shall not be unreasonably denied by the Employer and such leave, once approved, shall not be interrupted by the Employer during the approved period of the leave except with the consent of the Employee.

### **27.04 Union Access to Employees**

The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose of business connected with the Union, upon advance notice, in which case such permission shall not be unreasonably denied.

### **27.05 Use of Employer Facilities, Etc.**

- (a) Subject to availability, the Employer shall provide the Union with suitable meeting rooms at its premises, free of charge, when required for the purpose of Union business involving Employees of the Employer.
- (b) The Employer shall permit Employees who are representatives of the Union to use the Employer's equipment and typing services during working hours, as required, provided there is no conflict with operational requirements.

### **27.06 No Other Agreement**

- (a) The Employer agrees not to enter into any agreement with any Employee or group of Employees which conflicts with any of the terms or conditions of this Agreement or which provides for any terms or conditions of employment which are not expressly provided for by this Agreement.
- (b) Clause 27.06(a) above shall not apply where the Employer merges with another organization and the Employees are covered under a separate collective agreement.

#### **27.07 Union Information for New Employees**

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues. The Employer shall also provide the new Employee with a copy of the current Collective Agreement. A new Employee shall be advised of the name(s) of the Union's Job Steward(s).

#### **27.08 Union Insignia**

- (a) A Union member shall have the right to discreetly wear or display the recognized insignia of the Union.
- (b) The recognized insignia of the Union shall include the designation "USW". This designation shall, at the Employee's option, be placed on any document which is prepared or processed in any form or manner, in whole or in part, by any member of the Union. This designation shall be placed at the bottom of the last page of any such document.
- (c) The Employer agrees that the Union shall have the right to display prominently a union shop card at or near each entrance to each of its workplaces and a Union representative card at the work location of each Union representative. These cards shall remain the property of the Union.

#### **27.09 Union Bulletin Boards and Ballot Boxes**

- (a) The Employer shall provide free bulletin board facilities at each of its premises for the exclusive use of the Union, with the location in each case to be determined by mutual agreement of the Parties. Such bulletin boards shall be used to post Union communications.
- (b) It is agreed that the Union shall have the right to place ballot boxes in the workplaces of the Employer for the purposes of conducting Union elections, referenda, polling or collective agreement votes.

### **Article 28 - Employer's Rights**

#### **28.01 Employer's Rights**

- (a) The Union recognizes that the management and directing of Employees in the bargaining unit is retained by the Employer, except as expressly provided otherwise by this Agreement.
- (b) The Employer understands and agrees that in the exercise of its rights, as set out above, it must do so in a fair and reasonable manner and that all of the provisions of this Agreement must be complied with in the exercise of such rights.

#### **28.02 Application of Employer Policy**

Where a difference arises out of any provision contained in this Agreement, and the subject matter is also covered in any policy, rule, regulation, guidelines, directive or similar instrument of the Employer, this Agreement shall take precedence.

## Article 29 - Employer - Union Relations

### **29.01 Establishment of Joint Liaison Committee**

The Employer and the Union hereby agree to establish a Joint Liaison Committee to consist of three (3) representatives of each Party with each Party selecting its own representatives subject to its sole discretion. 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 terms of reference for such committees. These sub-committees and ad hoc committees shall all consist of equal numbers of representatives of each Party, with each Party selecting its own representatives.

Note: The matter of staff development may be discussed in the Joint Liaison Committee.

### **29.02 Responsibilities of Committee**

- (a) The Committee shall be empowered to review and make non-binding recommendations on matters referred to it by mutual agreement of the Parties. In referring matters, the Parties will determine whether the subject will be addressed on a standing or ad hoc basis.
- (b) Subjects discussed by the Committee shall not include any matter being processed under the grievance or arbitration procedures contained in this Agreement, or any current collective bargaining matter, unless mutually agreed to by the Parties.

### **29.03 Committee Meetings**

- (a) In the case of those matters to be addressed on a standing basis, the Committee shall meet at least once every ninety (90) calendar days. Sub-committee meetings and Committee meetings to address ad hoc issues shall be scheduled as required by mutual agreement of the Parties.
- (b) The Chair of any committee meeting convened under this Article shall alternate between a Union and an Employer representative.

### **29.04 Minutes of Meetings**

Minutes shall be kept of all meetings of the Joint Labour/Management Committee, or any sub-committee or ad hoc committee operating under its auspices, and a copy shall be provided to each Committee member, the Employer and the Union.

## Article 30 - No Strike Or Lockout

### **30.01 No Strike or Lockout**

The Parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of British Columbia, or any successor legislation.

### **30.02 Benefit Plan Coverage and Benefits to Continue During Legal Strike or Lockout**

Notwithstanding anything, the Employer agrees that in the event of any legal strike by the Union or legal lockout by the Employer, the Employer shall continue to provide the benefit plans coverage and benefits as prescribed by this Agreement including, but not limited to, those prescribed by Article 46, and shall pay all costs to ensure such continued entitlements. Upon return to work, an Employee's normal contributions, if any, for such continued coverage and benefits under this Agreement during the work stoppage shall be repaid to the Employer.

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

All Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia, or any successor legislation. Any Employee thus failing to report for duty shall be considered to be on leave of absence without pay and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice.

## **Article 31 - Personal Rights**

### **31.01 No Personal Harassment**

#### **(a) Prohibition Against Personal Harassment**

The Employer recognizes the right of all Employees to work in an environment which is free of personal harassment. Accordingly, the personal harassment of any Employee is prohibited.

#### **(b) Definition of Personal Harassment**

Any discriminatory behaviour at or related to the workplace which denies an individual their dignity or respect or which adversely affects their terms or conditions of employment or their job security or career advancement prospects by creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated.

Such prohibited discriminatory behaviour includes, but is not limited to, any discrimination on the basis of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability where the disability does not render the Employee incapable of fulfilling his or her employment duties and obligations, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any trade union.

#### **(c) Definition of Sexual Harassment**

Sexual harassment includes, but is not limited to, comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, repeated or persistent leering at a person's body, or physical contact, including assault, when any one or more of the following conditions is satisfied:

- (i) the conduct is engaged in or the comment is made by a person who knows or ought reasonably to know that the conduct or comment is unwanted or unwelcome;
- (ii) the comment or conduct is accompanied by a reward, or the express or implied promise of reward, for compliance;
- (iii) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply;
- (iv) the conduct or comment is accompanied by the actual denial of opportunity, or the express or implied threat of the denial of opportunity, for the failure to comply; or
- (v) the conduct or comment is intended to or has the effect of creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment.

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

(d) Employer Obligations

The Employer must at all times act appropriately to preserve and promote a work environment which is free from personal harassment. Accordingly, the Employer will undertake discipline or other appropriate action against any person who engages in personal harassment in violation of this Article. The Employer may also undertake discipline or other appropriate action against any person who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature. Any such disciplinary or other action by the Employer with respect to any Employee in the bargaining unit must be for "just cause".

(e) Employee Obligations

All Employees in the bargaining unit must refrain from personal harassment or be subject to discipline or other action by the Employer up to and including discharge. Any such disciplinary or other action by the Employer must be for "just cause".

(f) Resolution of Personal Harassment Complaints/Grievances

Allegations of personal harassment raised by any Employee in the bargaining unit shall first be dealt with under the Respectful Workplace Policy, if applicable. Allegations that are not covered by the Policy or those that cannot be resolved under the Policy, are subject to resolution by grievance and arbitration, if necessary, in accordance with Clause 31.01 (g) below and all other applicable provisions of this Agreement.

(g) Harassment Complaint Resolution by Grievance/Arbitration

(i) Initiating A Personal Harassment Grievance

The Union shall have the right to initiate and to process a grievance on behalf of any bargaining unit Employee(s) who allege(s) personal harassment has occurred in violation of this Article. Such grievance(s) shall be initiated at Stage II of the grievance procedure as described in Article 37 of this Agreement in which case the provisions of that Article shall apply except as expressly amended below.

(ii) Time Limits For Raising Grievance

A grievance concerning personal harassment must be initiated within one hundred twenty (120) calendar days of the complainant's awareness of the circumstances giving rise to the grievance. If, however, personal harassment is alleged with respect to any job selection, the matter must be grieved within thirty (30) calendar days of the date of receipt by an Employee of notice of his or her unsuccessful candidacy. These time limits may be extended at any time by mutual agreement between the Union and the Employer.

(iii) Processing The Grievance At Stage II

A grievance concerning personal harassment shall be heard at Stage II by the Employer's Staff Relations Committee who will ensure that the alleged offender(s) is/are given notice of the substance of the grievance and the date, time and location of the hearing and an opportunity to attend, participate in and be represented at the hearing.

iv) **Authority of Arbitrator**

An arbitrator hearing a grievance under this Article shall have the authority to:

- uphold or dismiss the grievance; and/or
- return the issue to the Employer to determine the appropriate disciplinary penalty; and
- retain jurisdiction to resolve any issues with respect to the imposition of any discipline or any other matter related to the case; and
- make such further orders as may be necessary to provide a final and binding resolution of the grievance.

**31.02 Legislation**

The Parties subscribe to the principles of the B.C. Human Rights Act and the Canadian Charter of Rights and Freedoms insofar as this legislation establishes minimum acceptable standards. It is agreed that more favourable provisions of this Agreement shall prevail.

**31.03 No Personal Search**

The Employer shall not undertake any search of either the person or the personal property or possessions of any Employee.

**31.04 Electronic Surveillance**

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 and such equipment shall not be installed in the Employees' lunch rooms or rest areas.

**31.05 Substance Tests**

The Employer agrees that no test for the presence of any substance in the body of the Employee shall be made without the prior and voluntary consent of the subject Employee.

**31.06 Personal Duties Not Required**

The Parties agree that individuals in the workplace shall be treated with dignity and respect. Accordingly, the Employer agrees that Employees shall not be required to perform for any other employee (including, but not limited to management personnel) work or duties of a personal nature.

**31.07 Protection Against Legal Action**

- (a) The Employer agrees to indemnify each Employee against all costs, charges, and expense, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by an Employee, including an amount paid to settle an action or satisfy a judgment in a civil, criminal or administrative action or proceeding to which an Employee is made a party by reason of being or having been an Employee, and acting in the course of employment with the Employer.
- (b) It is the responsibility of the Employee to advise, as soon as possible, the Employer when the likelihood of legal action against the Employee is threatened.



## Article 32 - Occupational Health And Safety

### **32.01 Compliance With Applicable Law**

It is the intent of both the Employer and the Union to maintain a safe and healthy work environment. The quality of the work environment in this regard will be based as a minimum on the strict compliance by the Employer and the Union with all applicable occupational health and safety laws and regulations. However, both Parties agree that they will act in a manner which will, wherever feasible, enhance such applicable laws and regulations.

### **32.02 Joint Occupational Health and Safety Committee**

#### **(a) Composition of JOHS Committee**

The Parties will establish a Joint Occupational Health and Safety Committee ("JOHSC") made up of two (2) representatives of the Employer and two (2) representatives of the Union.

#### **(b) Meetings of JOHS Committee**

The JOHS Committee shall meet as often as the Parties agree or at the request of one of them at any time.

#### **(c) Dispute Resolution**

Where the JOHS Committee cannot resolve any matter concerning occupational health or safety, the issue(s) in dispute may be referred by either Party immediately to the Workers Compensation Board ("WCB") of British Columbia for final and binding resolution. The decision of the WCB shall have the same force and effect as the decision of an arbitrator acting under Article 38.

### **32.03 Right to Refuse Unsafe Work**

(a) No Employee shall undertake any work which the Employee deems to be unsafe. Such incidents must be immediately reported to the JOHS Committee for investigation and resolution.

(b) No Employee shall be disciplined, discharged, prejudiced or penalized in any way by the Employer for exercising the right to refuse unsafe work in accordance with this Article.

### **32.04 Work Curtailment or Shutdown**

Should an incident arise where work must be curtailed or shut down temporarily as a result of a health or safety problem those Employees involved will continue to receive all their entitlements and protections under this Collective Agreement as if they had remained working.

### **32.05 JOHSC Participation and Employee Access to Information**

#### **(a) Participation by JOHS Committee in WCB Investigations or Inspections**

The JOHS Committee will participate in all investigations or inspections by WCB officers at the Employer's premises.

#### **(b) Distribution of Occupational Health And Safety Information**

The JOHS Committee shall ensure that all Employees are provided with current copies of occupational health and safety regulations, bulletins, etc., which are pertinent to the Employer's place(s) of work.

### **32.06 Health and Safety Training**

The JOHSC shall ensure that all Employees are provided with the training which they require to carry out their duties in a safe and healthy manner.

### **32.07 Time Off Work**

Paid time off work to conduct any business under this Article shall not be unreasonably denied by the Employer.

### **32.08 Industrial First Aid Requirements and Courses**

#### **(a) First Aid Kits**

The Employer shall pay for and install the appropriate first aid kit(s) as recommended by the WCB and shall advise all Employees of the location(s) of same.

#### **(b) Obtaining First Aid Certification**

The Employer will pay the cost of obtaining and maintaining First Aid Attendant Level I certification to a maximum of two (2) Employees at any one time. Employees will be selected for such training on a voluntary basis; however, where there are no volunteers, Employees will be selected in inverse order of seniority, from lowest to highest. No Employee will be required to take such first aid training as a condition of employment.

#### **(c) Pay for Designated First Aid Attendants**

Employees required to possess an Industrial First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive an allowance of fifty dollars (\$50.00) per month in addition to all other compensation under this Agreement.

#### **(d) Relief First Aid Attendant(s)**

When one or both of the designated First Aid Attendants are away from the office, a relief First Aid Attendant will be appointed. This relief First Aid Attendant shall be a USW member in possession of a current Industrial First Aid Certificate.

The selection of the relief First Aid Attendant will be on a rotating seniority basis.

The relief First Aid Attendant will be paid a daily rate based on the monthly rate in Article 32.08 (c) above.

### **32.09 Injury/Illness Pay Provision**

An Employee who suffers illness or injury during working hours and is required to leave for treatment or is sent home for such injury or illness shall receive payment for the remainder of his or her scheduled work day, without penalty. Without limiting the generality of the foregoing, in such case there shall be no deduction from the Employee's sick leave credits.

### **32.10 Transportation Due To Injury Or Illness**

The Employer shall reimburse an Employee for the cost of transportation of the Employee to a place of treatment or his or her home when necessary due to an illness or injury which occurs while the Employee is at work.

### **32.11 Employee Fitness**

The Employer will reimburse each Employee for fifty percent (50%) of the cost of the membership fee(s) for the Employee to join a fitness facility, to a maximum of \$250.00. This reimbursement will be made upon the presentation of the appropriate receipt(s) and will be paid only once in each calendar year.

## **Article 33 - Workers' Compensation Supplement**

### **33.01 Leave Of Absence**

An Employee shall be granted a leave of absence by the Employer while on Workers' Compensation, which time shall be deemed to be time worked. During such leave of absence the Employee shall continue to accrue seniority and shall continue to be entitled to full benefits and all other rights and entitlements under this Agreement as if he or she had remained working, except that salary payment shall be subject to Clause 33.02 below.

### **33.02 Workers' Compensation Supplement**

The Employer shall pay bi-weekly to an Employee who is in receipt of Workers' Compensation Benefits a supplement to provide the Employee, including the payment from Workers' Compensation, an amount equal to the eight-five percent (85%) of the Employee's normal bi-weekly net earnings. Neither the time off work nor the payment shall be charged to the Employee's sick leave entitlements and such payments shall not cause the Employee to exceed his/her normal bi-weekly net earnings.

## **Article 34 - Employee Assistance Program**

The Employer and the Union recognize that mental illness, alcohol and drug addiction are medical disorders. The Employer and the Union recognize as well that mental illness, substance abuse, or a wide range of personal problems may affect an Employee's attendance, job performance or behaviour while at work.

The Employer and the Union also recognize that mental illness, substance abuse and personal problems are conditions conducive to treatment by appropriate care undertaken at the earliest opportunity.

Accordingly, the Parties agree to establish and maintain an Employee Assistance Program as follows:

### **34.01 Purpose**

- (a) The purpose of the Employee Assistance Program shall be to facilitate treatment for Employees whose attendance, job performance or behaviour while at work is being adversely affected by mental illness, substance abuse or other personal problems, through a process of problem identification, assessment, referral and treatment on a confidential basis.
- (b) The purpose of the Employee Assistance Program shall also be to provide Employees with every opportunity under this Article to resolve problems of a personal nature which are adversely affecting their work attendance, job performance or behaviour while at work before any disciplinary or discharge action is taken by the Employer.

### **34.02 Nature of Program**

The Employer and the Union agree to continue to provide an Employee Assistance Program. No change of carrier will be made without prior consultation of the Joint Liaison committee. The Employer shall provide each Employee and the United Steelworkers with a copy of the EAP contract and Program details.

### **34.03 Participation**

All Employees and their immediate family dependents, as defined by the EAP contract for services described in Clause 34.02 above, shall be eligible for participation in the Employee Assistance Program. An Employee may participate on a voluntary basis, or mandatorily as described in Clause 34.04 below.

### **34.04 Employer Initiated Referral**

An Employee may be referred to the Employee Assistance Program by any full time paid representative of the Employer as a result of deteriorating attendance or job performance or inappropriate behaviour while at work, where it is believed that the cause of the problem is of a personal nature. Such referral must be made in the presence of a Union representative. In the event of an Employer initiated referral, an Employee shall only be subject to discipline, discharge or termination by the Employer in relation to his or her attendance, job performance or behaviour while at work if he or she refuses to participate in the Employee Assistance Program, and any such discipline, discharge or termination must be for "just cause".

### **34.05 Time Off Work**

- (a) An Employee shall be given a paid leave of absence while participating in the Employee Assistance Program and the time thus spent shall be deemed to be time worked. Accordingly, the Employee shall be kept "whole" with respect to all pay, seniority, benefits and other rights and entitlements which would accrue under this Agreement had the employee remained working, subject to the provisions of Clause(s) 34.05(b) and (c) below. Without limiting the generality of the foregoing, the provisions of this Agreement concerning payment for travel, travel time and related allowances shall apply, as appropriate under the circumstances.
- (b) To the extent that any of the benefit plans provided by this Agreement apply to the particular circumstances of an Employee who is participating in the Employee Assistance Program, they shall so apply, providing that at all times the Employee is kept "whole" by the Employer.
- (c) Before using paid leave under Clause 34.05(a) above or any applicable benefit plan coverage under Clause 34.05(b) above, with respect to providing paid time off work to participate in any EAP treatment program, an Employee shall first exhaust his or her available sick leave credits under Article 23. Paid time off work for EAP consultations, as opposed to EAP treatment programs, shall not be deducted from available sick leave credits.

### **34.06 Privacy and Confidentiality**

- (a) The Parties agree that the Employee Assistance Program shall not operate so as to invade the privacy of any Employee, except with the Employee's consent and where attendance, job performance or behaviour while at work is identified as a problem.
- (b) All information related to an Employee's participation in the Employee Assistance Program will remain confidential and neither Party shall use the participation of an Employee as evidence in any arbitration.

### **34.07 Funding**

All costs related to establishing and functioning of the Employee Assistance Program shall be borne by the Employer.

## Article 35 - Performance Assessments and Personnel Records

### **35.01 Personnel Files**

- (a) A personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
- (b) No negative comment or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information.
- (c) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer from time to time.

### **35.02 Employee Access to Personnel File**

An Employee shall have the right to read and review his or her personnel file at any time, upon reasonable notice and by written request to the Employer. An Employee may request and shall receive a copy of any record or document contained in the Employee's personnel file.

### **35.03 Union Access to Employee Personnel File**

A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, and with the Employee's permission, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.

### **35.04 Performance Assessments**

- (a) Regular performance assessments shall only be used by the Employer as a means of assisting in the training and development of Employees or to bring to the Employee's attention areas that require improvement. An Employee shall be given sufficient opportunity to read, review and discuss any such performance assessment. The Employee may sign the assessment, which act shall only indicate completion of the assessment, not concurrence or rejection.

### **35.05 Purging Personnel Files**

All notices, letters or details which pertain to any form of complaint or discipline, or which otherwise reflect negatively upon an Employee or his or her employment, excluding Performance Assessments, which are more than one (1) year old shall not be considered in any assessment of the Employee's performance or conduct or to support any subsequent disciplinary action by the Employer and shall be removed by the Employer from the Employee's personnel file, upon request by the Employee.

## Article 36 - Discipline, Discharge And Termination

### **36.01 Just Cause**

The Employer shall only discipline, discharge or terminate an Employee for just cause. The burden of proof of just cause shall rest with the Employer.

### **36.02 Union Representation**

When a meeting is to occur involving any Employee with respect to any discipline, discharge or termination of that Employee, the Employer shall advise the Union and the Employee(s) concerned in advance of the date, time and location and at least one (1) Union representative, in addition to the Employee(s) concerned, must be present to represent the Employee(s). The Union representative(s) shall be given the full opportunity to present evidence, make representation and present, examine or cross-examine witnesses.

### **36.03 Notice of Disciplinary Action**

The Employer shall advise an Employee in writing of any disciplinary action taken including, but not limited to warning, reprimand, suspension, discharge or termination and the reasons in full for such action. The Employer shall also promptly provide the Union with a copy of each such disciplinary notice.

### **36.04 Discipline Grievances - Arbitrator's Remedial Authority**

Where an arbitrator, the Labour Relations Board of British Columbia or any other body of competent jurisdiction finds that an Employee has been disciplined, discharged or terminated for other than just cause or that if just cause exists, that the penalty is inappropriate, the arbitrator, the Labour Relations Board, or other body shall have the power to:

- (a) direct the Employer to reinstate the Employee with full pay, including retroactivity and interest, and to make the Employee "whole" with respect to all seniority, benefits and other rights and entitlements which would have accrued to the Employee under the Collective Agreement had he or she remained working;
- (b) make such other order as it considers fair and reasonable, having regard to all of the circumstances and the terms of this Agreement.

### **36.05 Time Off Work For Discipline Related Meetings**

Employees, including Union representatives, required by either the Employer or the Union to attend or participate in any investigation, discussion, meeting or hearing with respect to the discipline, discharge or termination of any Employee under this Agreement, shall be granted time off work by the Employer for this purpose and this time shall be deemed to be time worked. Such time off work paid for by the Employer shall not exceed seven and one-half (7 1/2) hours per day per person. Such time off work shall not be unreasonably denied by the Employer.

### **36.06 No Demotion or Lateral Transfer As Discipline**

The Employer shall not have the right to undertake the demotion or the lateral transfer of any Employee as a disciplinary action except with the concurrence of the Union.

## **Article 37 - Grievance Procedure**

### **37.01 Definition of Grievance**

"Grievance" means any difference, disagreement or dispute between the Parties, concerning:

- (a) The interpretation, application, operation or any alleged violation of any provision of this Agreement, or arbitral award, including any question as to whether or not any matter is arbitrable; or
- (b) the discipline, discharge or termination of any Employee.

### **37.02 Right to Grieve**

- (a) Any Employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the Employee.
- (b) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any Employee, or on behalf of any group of Employees.
- (c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.

- (d) It is mutually agreed that any Employee or Party exercising his, her or its rights under this Agreement does so without prejudice to his, her or its relations with any Employee or Party or representative of either Party.

### **37.03 Complaints**

An Employee and/or any Union representative may at any time discuss any complaint with the appropriate immediate full time paid representative of the Employer prior to initiating a grievance through the Union.

### **37.04 Grievance Process**

All grievances shall be processed in accordance with the following:

- (a) All grievances must be submitted in writing at the appropriate stage by:
  - (i) setting out the nature of the grievance and the circumstances from which it arose;
  - (ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
  - (iii) stating the redress or other action required to resolve the matter;
  - (iv) transmitting the grievance to the other Party.
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.
- (c) All grievances shall be resolved without stoppage of work.

### **37.05 Stages of Appeal**

- (a) Stages

A grievance may be appealed in writing by the Union or the Employer through the following stages:

- (i) Stage I

President of the COPE, Local 378 and a Union representative or their respective alternate(s);

- (ii) Stage II

The Employer's Staff Relations Committee and a full-time paid representative of the Union and a Job Steward (or their respective alternate(s)) and the grievor(s);

- (b) Discipline, Discharge or Termination Grievances

A grievance concerning the discipline, discharge or termination of any Employee for alleged just cause shall be initiated at Stage II of the grievance procedure.

- (c) Job Selection Grievances

A job selection grievance shall be initiated at Stage II of the grievance procedure.

- (d) Compliance With Time Limits

The grieving Party may immediately refer any grievance to arbitration under Article 38 in the event of any failure by the other Party to comply with any applicable time limits under this Article.

(e) Bypassing Stage(s)

By mutual agreement between the Employer and the Union, any stage of the grievance procedure may be bypassed with respect to any grievance.

**37.06 Disclosure of Information**

The Parties agree to provide each other, in a timely manner, with all of the relevant facts relating to a grievance.

**37.07 Policy or Group Grievance**

- (a) Where either Party to this Agreement disputes the general interpretation, application, operation or alleged violation of any provision of this Agreement, or an alleged violation affects more than one (1) Employee, either Party may initiate a policy or a group grievance, as the case may be, within thirty (30) calendar days of the occurrence giving rise to the grievance being known. A Policy or Group Grievance shall be initiated at Stage II.
- (b) The Parties specifically agree that a grievance raised as a policy grievance may seek financial redress.

**37.08 Time Limits**

(a) Initiating a Grievance

Grievances under this Article must be initiated within thirty (30) calendar days of the occurrence giving rise to the grievance being known.

(b) Convening a Grievance Hearing

A grievance hearing under this Article must in each case be convened within fifteen (15) calendar days following the date of receipt of the written grievance or written notice of appeal of the grievance to the next stage of the grievance procedure.

(c) Grievance Hearing Response

The grieving Party shall be provided with a written response by the other Party within fifteen (15) calendar days following the date of the conclusion of the grievance hearing.

(d) Appealing a Grievance Denial

A grievance which is denied at Stage I of the grievance procedure set forth in this Article must be appealed to the next stage of the grievance procedure within fifteen (15) calendar days following the date of receipt of the written denial of the grievance.

(e) Referral to Arbitration

A grievance which is denied at Stage II of the grievance procedure must be referred to Arbitration within thirty (30) calendar days following the date of receipt of the written denial of the grievance.

(f) Amendment of Time Limits

The time limits referred to in this Article may be changed at any time by mutual agreement between the Employer and the Union.

**37.09 Deviation From Grievance Procedure**

- (a) The Employer will not enter into discussion or negotiation of the grievance with the grievor(s) once a grievance has been initiated by the Union.



- (b) In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned, on a "without prejudice" basis.
- (c) The grieving Party may at its discretion by written notice withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter.

#### **37.10 Time Off Work For Grievance Purposes**

Employees, including Union representatives, required by either the Employer or the Union to attend or participate in any investigation, discussion, meeting or hearing with respect to the initiation or processing of any grievance under this Article, shall be granted time off work with pay by the Employer for this purpose and this time shall be deemed to be time worked. Such time off work with pay shall not be unreasonably denied by the Employer and shall not exceed seven and one-half (7 1/2) hours per day per person.

#### **37.11 Effect of Settlements**

Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each Employee in the bargaining unit affected by the settlement.

**37.12** If 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 John Hall, 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 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect to the grievance procedure.

### **Article 38 - Arbitration**

#### **38.01 Reference to Arbitration**

After exhausting the grievance procedure and subject to the applicable time limits as set forth in this Agreement, the grieving Party may by written notice to the other Party refer any unresolved matter to arbitration, in which event the matter shall be resolved in accordance with the provisions of this Article.

#### **38.02 Selection of Arbitrator**

All grievances submitted to arbitration under this Article shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and the Union cannot agree on an arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Minister of Labour for the province of British Columbia appoint the arbitrator.

#### **38.03 Jurisdiction of Arbitrator**

- (a) Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.

- (b) Arbitrators shall have the power to amend any grievance in order to relieve either Party of any failure to conform to any technicality.
- (c) Arbitrators shall have the power to amend the grievance procedure with respect to applicable time limits when they are satisfied that there are reasonable grounds to do so.

#### **38.04 Decision of Arbitrator**

- (a) The Arbitrator shall proceed as soon as practical to hear the grievance and shall endeavour to render a decision within thirty (30) calendar days following the date of final conclusion of the hearing. The decision of the Arbitrator shall be in writing and shall be final and binding on the Employer, the Union and each Employee in the bargaining unit affected by the decision.
- (b) Should either Party disagree as to the meaning, intent or implementation of an Arbitrator's decision, such Party may apply to the Arbitrator to reconvene the hearing to clarify the decision or decide any issue in dispute and the Arbitrator shall have jurisdiction to resolve these matters.
- (c) In the event the award of an Arbitrator is subsequently set aside by a court or labour board of competent jurisdiction, the matter in dispute shall, at the request of either Party, be submitted to another Arbitrator appointed pursuant to this Agreement.

#### **38.05 Arbitration Expenses**

The fees and expenses of the Arbitrator shall be borne equally by the Parties.

#### **38.06 Time Off Work For Arbitration Purposes**

Employees, including Union representatives, required by either the Employer or the Union to attend or participate in any investigation, discussion, meeting or hearing with respect to the processing of any arbitration under this Article, shall be granted time off work with pay by the Employer for this purpose and this time shall be deemed to be time worked. Such time off work shall not be unreasonably denied by the Employer and shall not exceed seven and one-half (7 1/2) hours per day per person.

#### **38.07 Confidentiality - Employee Assistance Program**

All information related to an Employee's participation in the Employee Assistance Program will remain confidential and neither Party shall use the participation of an Employee as evidence in any arbitration. In this regard, an Arbitrator shall not have the right to subpoena any Employee Assistance Program representative or any documentation for the purposes of securing evidence related to the Program.

#### **38.08 Alternative Dispute Resolution Process**

The parties recognize that there are times when an expedited arbitration may be desirable, and therefore agree to refer to expedited arbitration any matter properly processed as a grievance in accordance with the provisions of the grievance procedure contained in this Agreement.

- a) A list of mutually acceptable arbitrators shall be created by the Joint Liaison Committee and updated as necessary.
- b) The facts of the matter in dispute shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Employer.
- c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other procedure. However, the decision of the Arbitrator shall be binding.
- d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- e) Any grievance may be removed from the expedited arbitration process by either party at any time prior to the hearing and forwarded to a regular arbitration hearing.
- f) The parties agree to make use of agreed statements of fact to the greatest extent possible, and unless mutually agreed otherwise to limit witnesses to two (2) per party for each case.

### **Article 39 - Displacement, Layoff and Recall**

#### **39.01 Application of Article**

The provisions of this Article shall apply to all Full Time Regular Employees but shall not apply with respect to Full Time Temporary Employees, except as expressly provided otherwise by this Article.

#### **39.02 Definitions**

##### **(a) Displacement**

Displacement means the loss by a Full Time Regular Employee of his or her current position due to:

- (i) a lack of work; or
- (ii) the introduction of new procedure including, but not limited to, technological change in accordance with Article 40; or
- (iii) the merger or other disposal of operations in accordance with Article 41, in the event that an affected Full Time Regular Employee exercises the right under Clause 41.06 not to accept the merger or other applicable disposition of the Employer's operations, in whole or in part.
- (iv) being "bumped" in accordance with this Article.

##### **(b) Layoff**

Layoff means a displacement as defined in Clause 39.02(a) above such that a Full Time Regular Employee is without work.

#### **39.03 Limitations on Use of Seniority Accrued With Other Employers**

Seniority accrued with other employers which is recognized pursuant to Clause 11.02(b) shall not be recognized for the purposes of this Article 39. Instead, only seniority accrued within the bargaining unit in accordance with this Agreement shall be counted for the purposes of this Article 39, save and except as expressly provided otherwise by Clause 11.06(b).

#### **39.04 Notice of Displacement or Layoff to Union**

##### **(a) Notice Requirements**

The Employer shall provide the Union with a minimum of ninety (90) calendar days prior written notice when any Full Time Regular Employee may be displaced or laid off for any reason under this Agreement. This notice shall specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of Employees who may be displaced or laid off, and the reason(s) for such action by the Employer. The ninety (90) calendar days advance notice period must have elapsed before the Employer provides any affected Employee with the written notice, or pay in lieu of notice, prescribed by Clause 39.05 below.

(b) Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to this Clause 39.04, the Parties shall convene a meeting within fourteen (14) calendar days of the date of the notice to review the impact of the impending displacement or layoff.

**39.05 Notice of Displacement or Layoff To Affected Employees**

In the event that any Full Time Regular Employees are subject to displacement or layoff, the Employer shall provide these Employees with prior written notice or pay in lieu of such notice in accordance with the following:

six (6) months to  
three (3) years of  
continuous service - two (2) weeks;

three (3) years of  
continuous service - three (3) weeks;

and for each one (1) year of continuous service in excess of three (3) years, one (1) additional week to a total maximum of thirteen (13) weeks.

**39.06 Employee Options**

A Full Time Regular Employee who is subject to displacement or layoff shall have the right to select one (1) of the following options:

- (a) accept training, if applicable under Article 40 or any other provisions of this Agreement; or
- (b) accept placement in a vacant position in accordance with the provisions of this Article; or
- (c) exercise the bumping rights referred to in this Article; or
- (d) accept layoff, retaining the right to recall and to severance in accordance with this Agreement; or
- (e) accept severance in accordance with Article 44 of this Agreement.

The Employer shall provide a Full Time Regular Employee who is subject to displacement or layoff with full particulars with respect to all of the options described above which are available to the Employee, under the circumstances, before the Employee makes his or her selection. Any options which are offered and declined or which if accepted, cannot be exercised in full (i.e. bumping), shall not affect an eligible Employee's right to select one (1) of the remaining options.

**39.07 Placement in Vacant Positions**

Full Time Regular Employees who are subject to displacement or layoff shall be offered vacant bargaining unit positions by the Employer, on a bargaining unit wide basis. Such placement in vacant bargaining unit positions shall be undertaken in accordance with the job selection criteria referred to in Clause 14.04, and Employees thus placed shall be entitled to training in accordance with Clause 42.02(a). With respect to such placement, the Union agrees to waive the job posting requirement under Article 14.

### **39.08 Bumping**

(a) Definition of Bumping

Bumping means the process by which a Full Time Regular Employee who is subject to displacement or layoff may obtain a position and continued work by replacing, or "bumping", an incumbent Full Time Regular Employee in accordance with the provisions of this Article. An Employee who is thus replaced shall be deemed to be "bumped" from his or her position.

(b) Bumping Rights

A Full Time Regular Employee who is subject to displacement or layoff shall have the right to bump another Full Time Regular Employee with less seniority in any job within the bargaining unit, provided the Employee has the ability to perform the job, given a reasonable orientation period. A Full Time Regular Employee who is bumped shall in turn have the right to bump an incumbent Full Time Regular Employee in accordance with this Article.

### **39.09 Right to Return to Former Position(s)**

(a) Right of Return to Former Position(s) for Two (2) Years

A Full Time Regular Employee who is displaced or laid off from any position in accordance with this Article shall have the right for a period of two (2) years from the date of any such displacement or layoff to return under Clause 14.04(e) (i) to any position he or she held immediately prior to any such displacement or layoff, or any derivative of any such job. This provision shall apply equally with respect to a series of displacements, which may or may not culminate in a layoff, such that an affected Full Time Regular Employee shall have the right to return to each of the positions he or she held immediately prior to any displacement, including the last position held prior to any layoff, for a period in each case of two (2) years from the applicable date of each displacement or layoff.

(b) Impact of Recall to Other Position(s)

A Full Time Regular Employee who is displaced and laid off and who is subsequently recalled to work in accordance with this Agreement to a position other than any position held immediately prior to any such displacement, including the last position held prior to any layoff, shall retain his or her rights under Clause 39.09(a) above.

(c) Waiving Right to Return to Former Position(s)

An eligible Full Time Regular Employee may at any time waive his or her right to return to any former position in accordance with this Clause 32.09, without penalty or prejudice, in which event such Employee shall maintain his or her current position and work location or layoff status, as the case may be.

### **39.10 Recall**

(a) Recall Period - Two (2) Years

A Full Time Regular Employee who is displaced and laid off under this Agreement shall have the right for a period of two (2) years from the date of such Employee's last being laid off to be recalled to work in accordance with the applicable provisions of Article 14. Such recall to work shall be based upon a laid off Employee exercising his or her rights under Article 14 to apply for posted job vacancies.

(b) Notice of Recall

Notice of recall to a Full Time Regular Employee who has been laid off shall be made by registered mail to the Employee's last known mailing address. A laid off Full Time Regular Employee is responsible for providing the Employer with his or her current mailing address. A copy of each recall notice shall be given by the Employer to the Union.

(c) Failure to Respond To A Recall Notice

If a Full Time Regular Employee who has been laid off is issued with a recall notice pursuant to this Clause 39.10 and fails to respond within fourteen (14) calendar days of receipt of such notice, unless the time period is extended by mutual agreement between the Employer and the Union, such Employee's name shall be removed from the recall list.

(d) Limited Right to Decline Recall

A laid off Full Time Regular Employee shall not be required to return to work when recalled unless the Employee's services are required for a period of at least three (3) consecutive months. There shall be no loss of rights or entitlements under this Agreement if a laid off Full Time Regular Employee refuses to return to work for a period of less than three (3) consecutive months.

**39.11 Seniority Accrual During Layoff**

Seniority shall accrue for all purposes under this Agreement for any Full Time Regular Employee who is laid off in accordance with this Agreement for the duration of such layoff.

**39.12 Benefit Entitlement During Layoff**

(a) For Laid Off Employees With Less Than Two (2) Years Of Continuous Service

All benefit plans coverage and benefits under this Agreement, excluding entitlements under Article 46, shall continue for a laid off Full Time Regular Employee with less than two (2) years' of continuous service for two (2) full calendar months following the date of his or her layoff and the Employer shall pay all costs for such continued entitlements. However, the laid off Full Time Regular Employee shall be responsible for reimbursing the Employer on a monthly basis for the cost of any applicable premiums or contributions related to optional benefit programs.

(b) For Laid Off Employees With Two (2) Or More Years Of Continuous Service

All benefit plans coverage and benefits under this Agreement, excluding entitlements under Article 46, shall continue for a laid off Full Time Regular Employee with two (2) or more years' of continuous service for four (4) full calendar months following the date of his or her layoff and the Employer shall pay all costs for such continued entitlements. However, the laid off Employee shall be responsible for reimbursing the Employer on a monthly basis for the cost of any applicable premiums or contributions related to optional benefit programs. Thereafter, all such benefit plans coverage and benefits, including optional benefit programs but excluding entitlements under Article 46 shall be continued for the duration of the Employee's recall period under this Agreement, provided the laid off Employee reimburses the Employer on a monthly basis for all costs for such continued entitlements.

### **39.13 Impact on Pay Rates**

Full Time Regular Employees who secure a position by bumping or recall under this Article shall receive the rate of pay for that position per Appendix "A" and all other applicable provisions of this Agreement, save and except as follows:

(a) **Salary Treatment When Moving Into Lower Paid Position**

A Full Time Regular Employee who, in the event of a displacement, bumps, or in the event of a recall, is recalled, into a job which is subject to a rate of pay which is lower than the rate of pay of the Employee's immediate prior position shall receive "blue circle salary treatment" as defined in Clause 4.09. Such Employee shall thereafter be subject to all scheduled salary increases prescribed by this Agreement which are applicable to his or her new position.

(b) **Salary Treatment When Returning To Former Position**

A Full Time Regular Employee who, in accordance with Clause 14.04(e)(i), returns to a former position after being displaced or laid off, in accordance with this Article, shall receive the rate of pay in such position to which the Employee would be entitled to receive had he or she continued working in such position and not been displaced or laid off. Such Employee shall thereafter be subject to all scheduled salary increases prescribed by this Agreement which are applicable to his or her position.

### **39.14 No Reduction in Hours of Work**

It is agreed that there shall be no partial reduction of any hours of work for any Employees in lieu of displacement or layoff, without the mutual agreement of the Parties.

### **39.15 Unemployment Insurance**

The Employer shall pay during the life of this Agreement all amounts required to be paid by the Employer under the Unemployment Insurance Act, or any successor legislation, in respect of all Employees including, but not limited to, Full Time Temporary Employees.

### **39.16 Temporary Layoff**

- (a) When the Employer is required to temporarily layoff any Employee(s) due to bona fide unforeseen circumstances, the Employer will provide the Union and the affected Employee(s) with as much advance written notice as is reasonably possible.
- (b) In the case of such temporary layoff, the following Clause(s) will not apply: 39.04; 39.05; 39.06; 39.07, 39.09 and 39.10 except as expressly provided otherwise by Clause 39.16(c) below.
- (c) If the temporary layoff exceeds ninety (90) calendar days, all of the provisions of this Article 39 shall thereafter apply to the affected Employee(s), save and except that the notice, or pay in lieu of notice, prescribed by Clause 39.05 shall be reduced by the amount of any notice given to the affected Employee(s) pursuant to Clause 39.16(a) above.

## **Article 40 - Technological Change and New Procedure**

### **40.01 Application of Article**

The provisions of this Article shall apply to all Full Time Regular Employees but shall not apply with respect to Full Time Temporary Employees.

#### **40.02 Definition of New Procedure**

"New procedure" means the introduction of any change in the nature of the Employer's work, operations, undertaking or business or in the manner in which the Employer carries on its work, operations, undertaking or business which might or does result in the displacement or layoff of any Employee(s). Without limiting the generality of the foregoing, "new procedure" shall be deemed to include:

- (a) any reorganization, in whole or in part, of the Employer's work, operations, undertaking or business;
- (b) any merger or other disposal of operations as defined in Article 41 of this Agreement; and
- (c) any technological change as defined in Clause 40.03 below.

#### **40.03 Definition of Technological Change**

"Technological change" means the introduction of any equipment or material different in nature, type or quantity from that previously used by the Employer or a change in the manner in which the Employer carries on its work, operations, undertaking or business related to the introduction of such equipment or material which might or does result in the displacement or layoff of any Employee.

#### **40.04 Notice of Introduction**

The Employer shall not introduce any new procedure as defined in this Article until the notice obligations under Clause(s) 39.04 and 39.05 have been fulfilled by the Employer.

#### **40.05 Retraining in Case of Technological Change**

The Employer agrees that Employees affected by the introduction of any technological change shall be entitled, based on ability and seniority, in that order, to retraining provided by the Employer, in accordance with Clause 42.02, as follows:

- (a) for operation of the new equipment or use of the new material or performance of the new method or procedure;
- (b) for qualifying for new jobs created by such changes;
- (c) for other vacancies with the Employer for which the Employee is qualified.

Such training shall be offered in accordance with the job selection criteria referred to in Clause 14.04.

#### **40.06 Displacement or Layoff of Employees**

Any displacement or layoff of any Employees due to the introduction of any new procedure shall be undertaken in accordance with Article 39 and all other applicable provisions of this Agreement.

#### **40.07 Resolution of Disputes**

Any dispute between the Parties with respect to the introduction of any new procedure shall be subject to resolution in accordance with the grievance and arbitration procedures contained in this Agreement.

### **Article 41 - Merger Or Other Disposal Of Operations**

#### **41.01 Application of Article**

The provisions of this Article shall apply to all Full Time Regular Employees but shall not apply in respect of any Full Time Temporary Employees.



#### **41.02 Successorship**

In the event the entire operation of the Employer, or any part thereof, is merged, transferred, or disposed of in any other manner or is taken over by merger, transfer, or in any other manner, such operation(s) shall continue to be subject to the terms and conditions of this Agreement for the life of this Agreement unless ordered otherwise by the Labour Relations Board of British Columbia, or any of its successors.

#### **41.03 Notice of Merger or Other Disposal**

The Employer shall give the Union and each affected Employee at least ninety (90) calendar days prior written notice of any merger or any other disposal of its operations, in whole or in part, in any manner referred to in this Article.

#### **41.04 Notice of Existence of Agreement**

The Employer shall give notice of the existence of this Agreement to any mergee, transferee, or assignee of its operations, or any part thereof, covered by this Agreement. Such notice shall be in writing and a copy thereof shall be delivered to the Union before the Employer enters into any agreement, written or otherwise, with respect to the merger or any other disposal of its operations, in whole or in part, in any manner referred to in this Article.

#### **41.05 Failure to Comply**

In the event the Employer fails to comply with the provisions of this Article, the Employer shall be liable to the Union and to the Employees covered by this Agreement for all loss or damages sustained by them as a result of such failure by the Employer.

#### **41.06 Job Security Provisions**

- (a) The Employer specifically agrees not to enter into any agreement, written or otherwise, with respect to the merger or any other disposal of its operations, in whole or in part, in any manner referred to in this Article unless that agreement, and any applicable collective agreement, contain express provisions which guarantee all Full Time Regular Employees, as indefeasible rights, full recognition of all seniority and service accrued under this Agreement and prohibitions against any reduction in wages or benefits and against any displacement or layoff for a period of one (1) year from the date that the merger or other disposition comes into force and effect.
- (b) Employees who are or may be involved in any merger or any other disposal by the Employer of its operations, or any part thereof, in any manner referred to in this Article may elect not to accept the merger, or other disposition, and shall be treated in accordance with Article 39 (Displacement, Layoff and Recall).

### **Article 42 - Training**

#### **42.01 Definitions**

- (a) Training

"Training" means a formal process of providing knowledge and/or practical experience to Employees to enable them to perform or learn work related functions.

- (b) Venues for Training

Training under this Agreement may be provided on and/or off the job.

#### **42.02 Entitlement to Training**

Training must be sufficient and adequate. The Employer must give such training under this Agreement as follows:

(a) Orientation

The Employer must provide all new Employees, or any Employee who moves from one job to another in accordance with this Agreement, with training to familiarize the Employee(s) with the work to be performed. If such training would increase the bumping or promotional prospects of any Employee involved, the training must be offered in accordance with the job selection criteria contained in Clause(s) 14.04(a) to (d), inclusive.

(b) Enhancement of Current Ability

The Employer must provide training to Employees under the following circumstances:

- (i) in the event of any change in an incumbent Employee's job functions;
- (ii) in the event of a need to improve or upgrade an incumbent Employee's current ability and/or knowledge related to a specific work assignment;
- (iii) in the event of a need to equip an Employee with the ability and/or knowledge to undertake a temporary assignment.

(c) New Jobs

- (i) The Employer must provide Employees with the training required to perform any new jobs within the bargaining unit.
- (ii) Where training is offered which is a requirement for any new job to be established, the Employer shall post advance notice, on an "Employer-wide" basis, of such training providing all Employees with the opportunity to apply for participation in the training. The notice shall also advise that placement of Employees in related new jobs shall be from among those Employees who take the training.
- (iii) Selection of Employees to participate in any training for new jobs under this Agreement must be undertaken in accordance with the job selection criteria contained in Clause 14.04.

(d) Career Enhancement

The Employer shall provide an Employee with training to obtain the ability and/or knowledge necessary to enhance the Employee's career or career advancement prospects with the Employer.

#### **42.03 No Discrimination or Favouritism**

The Employer shall ensure, in providing Employees with training and/or education opportunities under this Agreement, that no discrimination or favouritism affects any particular Employee.

#### **42.04 Training Costs Borne By Employer**

All costs for approved training requirements shall be borne by the Employer.

#### **42.05 Time Off Work For Training**

Employees who are undertaking any approved training pursuant to this Agreement shall be granted all necessary time off work, including travel time, by the Employer and this time shall be deemed to be time worked for all purposes under this Agreement.

## Article 43 - Workload

### **43.01 Distribution of Workload**

The Employer agrees to make every effort to insure that the workload is evenly distributed amongst its Employees.

### **43.02 Workload and Discipline**

Inability to meet performance requirements where the workload is excessive or unreasonable shall not constitute grounds for any discipline, discharge or termination or any negative performance assessment.

## Article 44 - Severance Pay

### **44.01 Eligibility**

All Employees, except for Full Time Temporary Employees, shall be eligible for severance pay in accordance with this Article and all other applicable provisions of this Agreement.

### **44.02 Definitions**

For the purposes of this Article, the following definitions shall apply:

- (a) "Service" shall be defined to be the length of continuous employment with the Employer which is recognized for seniority purposes under this Agreement.
- (b) "Week" shall be defined as five (5) working days for the purposes of calculating severance pay.
- (c) "Month" shall be defined to be four (4) applicable weeks, as defined in Clause 44.02(b) above, for the purposes of calculating severance pay.
- (d) "Year" shall be defined as per Clause 4.77.

### **44.03 Severance Pay**

An Employee whose employment is terminated by the Employer in accordance with this Agreement due to:

- (a) layoff; or
- (b) health conditions, upon voluntary application of the Employee for severance which is approved by the Employer and the Union; shall be entitled to severance pay as follows:
- (c) one year of service, or portion thereof,
  - two (2) weeks pay; and
- (d) for each additional one (1) year, or portion thereof, of service
  - two (2) additional weeks pay.

### **44.04 Severance Pay Rate**

Severance pay shall be paid at the prevailing rate of pay of the Employee at the time of termination of employment.

#### **44.05 Severance Pay Options Upon Layoff**

An Employee who is displaced and/or laid off pursuant to Article 39 and who is thus eligible for severance pay under this Article shall be accorded the following options:

- (a) accept full severance pay at the time of the layoff; or
- (b) accept severance pay in bi-weekly installments; or
- (c) accept severance pay in full at any time during or at the conclusion of the recall period as defined in Article 39.

#### **44.06 Notice of Layoff Or Pay In Lieu**

In addition to the severance pay referred to in this Article, an eligible Employee shall be entitled to notice of layoff or pay in lieu of such notice in accordance with the provisions of Article 39 of this Agreement.

### **Article 45 - Benefit Plans**

#### **45.01 Eligibility**

- (a) All Employees shall be eligible for coverage and benefits under all of the benefit plans referred to in this Article, subject to the provisions of this Article and the respective benefit plans.
- (b) Each Employee's spouse (including common law and same sex partner) and dependents, if any, shall be eligible for coverage and benefits under all of the benefit plans referred to in this Collective Agreement, subject to the provisions of this Agreement and the respective benefit plans.

#### **45.02 Cost for Benefit Plans Borne By the Employer**

The Employer shall pay the full premium costs for providing the benefit plans referred to in this Article.

#### **45.03 Medical Services Plan of British Columbia**

All eligible Employees shall be enrolled in the Medical Services Plan (MSP) of British Columbia and the costs in full for this coverage, either on a single or family basis, as the case may be, shall be borne by the Employer.

#### **45.04 Extended Health Care Plan**

The Employer shall provide a mutually acceptable Extended Health Care Plan which will pay in respect of each Employee and his or her spouse and dependents, if any, one hundred percent (100%) reimbursement for covered services including, but not limited to, the following:

- (a) Hearing Aids  
\$500 every four (4) years, no deductible, for each covered person;  
Coverage for dependent children to a maximum of \$1,000 every two (2) years.
- (b) Vision Care  
\$500 every twenty-four (24) months, no deductible, for purchase of lenses and frames or contact lenses or laser surgery for each covered person;
- (c) Unlimited Lifetime Maximum  
unlimited lifetime maximum.

- (d) Acupuncture coverage to a maximum of four hundred dollars (\$400) per calendar year per member or dependant.
- (e) Speech Therapy to a maximum of four hundred dollars (\$400) per calendar year per member or dependant.
- (f) All Paramedical benefits to a maximum of \$500 per benefit (chiropractor, physiotherapy and massage therapy).

#### **45.05 Direct Pay Drug Plan**

The Employer shall provide a mutually acceptable Direct Pay Drug Plan which will pay one hundred percent (100%) reimbursement for eligible prescription drugs directly to the pharmacist without any payment being required of any Employee. The costs in full for this coverage, either on a single or family basis, as the case may be, shall be borne by the Employer.

#### **45.06 Dental Plan**

The Employer shall provide a mutually acceptable Dental Plan which will pay in respect of each Employee and his or her spouse and dependents, if any:

- (a) Part A - Basic Services  
100%;
- (b) Part B - Major Services Such As Crowns, Bridges and Dentures, Etc.  
65%;
- (c) Part C - Orthodontic Services  
50%, to a lifetime maximum of \$3,000 per covered person.

#### **45.07 Group Life Insurance Plan**

The Employer shall provide a mutually acceptable Group Life Insurance Plan which will pay to an Employee's beneficiary an amount equal to at least two times (2X) the Employee's annual salary in the event of the Employee's death from any cause. This benefit shall reduce by fifty percent (50%) at age 65 and terminate at age 70. Provision shall also be made for advance payout to the Employee of up to \$50,000 for medical or other expenses of the Employee in the event that he or she is diagnosed as terminally ill, with the balance of the insurance to be paid to the beneficiary after the Employee's death.

#### **45.08 Accidental Death and Dismemberment Insurance Plan**

The Employer shall provide a mutually acceptable Accidental Death and Dismemberment Insurance Plan with twenty-four (24) hour coverage and payments based on a principle amount which is equal to at least two times (2X) the Employee's annual salary.

#### **45.09 Minimum Benefit Plan Requirements**

It is agreed that, as a minimum, all of the benefit plans referred to in this Article must provide coverage and benefits which are not less than those in effect on the date of signing of this Agreement. It is further agreed that improvements to these minimum benefit plan requirements as specified in this Article shall prevail.

#### **45.10 No Change in Benefits Without Prior Approval Of Union**

The Employer shall not make any change(s) to any of the benefit plans coverage and/or benefits referred to in this Article without the prior, express written consent of the Union.

#### **45.11 Resolution of Disputes**

The Employer agrees that in the event of any dispute concerning entitlement to, or amount of, any benefits under this Article, the Employer will make a joint representation with the Union to the appropriate governing authority in an attempt to resolve the dispute(s).

#### **Article 46 - Pension and Retirement Provisions**

**46.01** All Regular and Full Time Temporary Employees, to the full extent allowed by the Plan, will, as a condition of employment, become members of the Public Service Pension Plan immediately upon satisfying the minimum eligibility requirements as set out in the Public Sector Pension Plans Act (PSPPA), except as noted below.

**46.02** The Employer will carry out the Employer responsibilities as set out in the Regulations and plan specific schedules of the Public Sector Pension Plan (PSPPA), which became effective April 1, 2000.

The Gross Regular Earnings used as a basis for pension contribution and benefit calculations is defined to mean an employee's base rate of pay per Clause 4.08 plus Flexible Hours of Work Premium Pay per Clause 17.04 and Work Leadership Premium Pay, or equivalent, per Clause 17.05.

Exception:

Pension Plan with another employer.

An employee who is on leave an employer where the bargaining unit is certified by COPE 378 and is a member of the pension plan of that employer, may continue membership in that pension plan and direct the Employer to deposit the required employer contributions into that plan.

**46.03** No Mandatory Retirement Age

No Employee shall be subject to any mandatory retirement age under this Agreement or any pension or other retirement plan arising out of this Agreement.

#### **Article 47 - Savings Provisions**

**47.01** Government Action Affecting Agreement

(a) If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal or provincial governments, the following shall apply:

(i) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.

(ii) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per Clause 47.01(a) above.

(iii) If mutual agreement cannot be reached as provided in Clause 47.01(a)(ii) above, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.

(b) Where legislation provides better terms and conditions of employment for any Employee(s) than is provided for in this Agreement, such legislation shall apply and prevail.

#### 47.02 Change in Benefit Levels

- (a) If the premium or any other amount paid by the Employer for any Employee benefit provided for in this Agreement is reduced as a result of any legislative or other action by any competent authority of the federal or provincial government(s), the amount of the saving, in full, shall be used to increase other benefits available to the Employees, as may be mutually agreed to between the Parties, failing which the matter shall be subject to the grievance and arbitration procedures contained in this Agreement, commencing at Stage II of the grievance procedure.
  - (i) For the purpose of this Clause 47.02(a), it is agreed that a reference to Stage II of the grievance procedure can be at the initiation of either Party, providing it is done within sixty (60) calendar days following the date of the unsatisfactory conclusion of the relevant negotiations.
- (b) Except as expressly provided otherwise by this Agreement, all Employee benefits and Employer contributions shall not be reduced or changed during the life of this Agreement without first reaching mutual agreement between the Parties.

#### 47.03 Superior Benefits and Entitlements to Continue

- (a) Employees receiving benefits, entitlements or conditions of employment superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior benefits and entitlements of employment are surpassed by the provisions of succeeding Agreements.
- (b) All current employees of COPE 378 shall be grand-parented on the Medical Services Plan of British Columbia, extended health care plan, direct pay drug plan, dental plan, group life insurance plan, accidental death and dismemberment insurance plan and LTD plan that they are currently receiving until such time as benefits and entitlement of employment are surpassed by the provisions of succeeding agreements or an employee decides to enroll under the USW COPE 378 benefit plans in the agreement.

#### New Employee – Benefit Plan Election for Employees on Leave from Another Employer

- (c) An employee who is on leave from his/her employment with an employer (“the Home Employer”) whose employees are represented by Canadian Office and Professional Employees Union Local 378, shall participate in the benefit plans described in Article 45 of this Agreement, unless the employee elects to remain on the Home Employer’s benefit plans to the extent permitted by the applicable collective agreement, in which case:
  - (i) The employer shall reimburse the Home Employer or the employee for the premium costs of such benefit plans; and during that time the employee shall not be eligible to participate in the benefit plans described in Article 45 of this Agreement.
- (d) The election described shall remain in effect throughout the employee’s employment with the employer, until such time as benefits and entitlements of employment are surpassed by the provisions of succeeding agreements or the employee decides to enroll under the USW COPE 378 benefit plans in the agreement.
  - (i) Home Employees who are hired by the employer after the date of ratification of this Agreement, within thirty (30) days prior to expiry of their probationary period shall make their election.
- (e) In this Article, “benefit plans” means plans that provide benefits in the categories listed in Article 45 of this Agreement; i.e., Medical Services Plan of British Columbia, extended health care plan, direct pay drug plan, dental plan, group life insurance plan, and accidental death and dismemberment insurance plan. It is understood between the parties that new employee(s) shall be enrolled into the USW COPE 378 LTD benefit plan under **Article 23 of** this agreement.

#### **47.04 Authority of Arbitrator**

An arbitrator acting under this Article shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision.

### **Article 48 - Miscellaneous Provisions**

#### **48.01 Bonding**

If the Employer requires any Employee to be bonded, the Employer shall request the Employee to complete a bonding form that is approved by the Union. The cost of such bonding shall be paid for by the Employer.

#### **48.02 Rights of Witnesses**

When questioning bargaining unit Employees as witnesses for any purpose under this Agreement, Employer representatives and Union representatives shall observe the following rights of the individual:

- (a) An Employee may refuse to be questioned and shall not be coerced in consequence or otherwise suffer any prejudice or penalty as a result of such refusal.
- (b) An Employee, if agreeable to questioning, has the right to determine in whose presence the questioning will take place and must be given prior notification of this right before being questioned.
- (c) Although an Employee may prefer to remain anonymous and may refuse questioning prior to giving testimony, the Employer and the Union are obliged to provide each other, when asked, with the names of those persons whom they consider, or know, to have witnessed the event(s) or are aware of the circumstance(s) which give(s) rise to any matter under investigation or grievance.

This Clause 48.02 shall not apply with respect to Employees who are subpoenaed to appear before and testify at any arbitration hearing convened under this Agreement.

#### **48.03 Preparation and Distribution of the Collective Agreement**

- (a) Within sixty (60) calendar days following the effective day of successive Collective Agreements between the Parties, the Employer shall, at no charge, provide each Employee in the bargaining unit with a copy of the new Agreement and shall also, at no charge, provide the Union with twenty (20) copies of said Agreement. The Union may at any time request additional free copies of the Agreement from the Employer and such requests shall not be unreasonably denied.
- (b) Prior to printing any copy of this Agreement, or any of its successors, for distribution to bargaining unit Employees, the Employer shall consult with the Union with respect to the design and format for the Agreement.
- (c) All copies of this Agreement and any of its successors shall be printed by a Union shop selected by the Union and shall bear a recognized Union label.
- (d) The Employer agrees to explain fully the terms of this Agreement as to the rights and entitlements of all Employees covered by this Agreement to all of its representatives who have any responsibility for any Employees in the bargaining unit. The Employer further agrees that a copy of this Agreement shall be given to all such persons.

#### **48.04 Communications**

All communications to Employees or the Union from the Employer, or any of its representatives, relative to the interpretation, application, or operation of any provision of this Agreement shall be in writing with a copy sent promptly to the President of the Union, or a delegate.



#### **48.05 Personal Property Damage or Theft**

##### **(a) Personal Property Damage**

Where an Employee's personal possessions are damaged by any person other than the Employee, whether employed by the Employer or not, at the Employee's workplace or in relation to performance by the Employee of her or his duties, the Employer shall pay the full cost of replacement or repair of the damaged property or the deductible portion of any applicable personal insurance, as the case may be, provided such personal possessions are of a type suitable for use in the workplace or while on duty, and further provided that the Employer has authorized the use of such possession(s) in advance.

##### **(b) Theft of Personal Property**

The provisions of Clause 48.05(a) above shall apply equally with respect to the theft of any personal possessions of an Employee arising out of and in the course of his or her employment. Such loss by any Employee shall be recouped through insurance against such loss carried and paid for by the Employer.

#### **48.06 Humanity Fund**

The employer agrees to deduct \$20.00 from each employee and the employer shall contribute \$20.00 on behalf of each employee on October 1<sup>st</sup> each year and forward to the United Steelworkers Humanity Fund. The contributions are to be sent to:

USW, Canadian National Office Humanity Fund  
234 Eglinton Avenue East, 8<sup>th</sup> Floor  
Toronto, Ontario M4P 1K7

With a copy to forwarded to:

USW Local Union 2009  
#202-9292 200<sup>th</sup> Street  
Langley, BC V1M 3A6  
Or via fax: 604-513-1851

#### **Article 49 - Duration And Retroactivity**

##### **49.01 Duration**

This Agreement shall be binding and remain in full force and effect to midnight March 31, 2016 and thereafter in accordance with this Article.

##### **49.02 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by a duly authorized representative of the Employer or a duly authorized representative of the Union giving written notice to the other Party on or after December 1, 2016.
- (b) Where no notice is given by either Party prior to March 31, 2016 both Parties shall be deemed to have given notice under this Clause on March 31, 2016 and thereupon Clause 49.03 below applies.

##### **49.03 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Clause 49.02 above, the Parties shall commence collective bargaining within ten (10) calendar days after the notice was given, or at some other time as may be mutually agreed.

**49.04 Change In Agreement**

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

**49.05 Agreement to Continue In Force**

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement in making any matter retroactive in such revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

**49.06 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified in Clause 49.07 below, shall come into force and effect on the date of ratification of this Agreement by the Parties.

**49.07 Retroactivity**


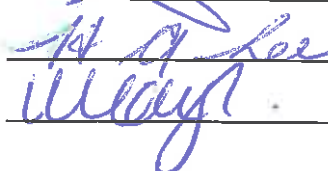
Retroactive adjustments for the period between the expiration of the previous Agreement and the date of coming into force and effect of this Agreement shall be made in accordance with the Memorandum Of Agreement signed by and between the Parties on May 12, 1997, which Memorandum shall be deemed to be incorporated into this Agreement as if set forth herein in writing, and shall so apply.

**49.08 Exclusions of Operation - Labour Relations Code Of B.C.**

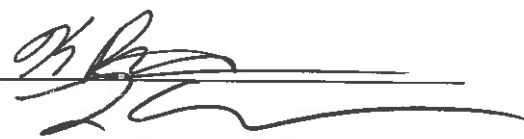
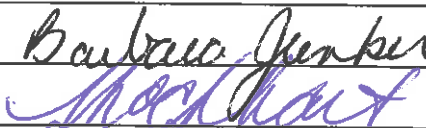
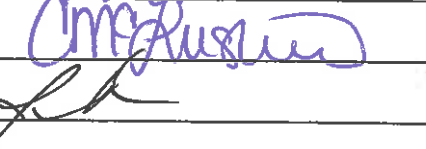
The Parties hereto agree to exclude the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

Signed at Burnaby, B.C. this 6 day of APRIL, 2014.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
Barbara Jenker  
  
\_\_\_\_\_  
  
\_\_\_\_\_

By their signatures below the Parties hereby agree to Letters of Understanding No. 1 through No. 19 attached.

Signed at Burnaby, B.C. this 10 day of April, 2014.

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE UNION

[Signature]  
[Signature]  
Barbara Jenkins  
[Signature]  
[Signature]  
[Signature]

**Letter of Understanding No. 1**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Flexible Hours of Work Premium Pay -Union Representative and Legal Components**

Whereas the Parties agree that servicing the membership of the COPE, Local 378 requires flexibility in the working hours of Employees in the Union Representative and Legal Components; and

Whereas the Parties agree that the personal life and health of Employees in the Union Representative and Legal Components require that their working hours are reasonable;

Now, therefore, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) The Employer shall have the right for bona fide operational or humane reasons to change the time, on any given work day in any given work week between Monday to Friday (inclusive), at which any Employee in the Union Representative or Legal Component starts to work, subject to the consent in each case of the Employee(s) concerned. In the absence of such consent, the standard starting time and authorized variations as prescribed by Clause 15.03 of the Collective Agreement shall prevail.
- (2) (a) Employees in the Union Representative or Legal Component may be required by the Employer because of bona fide operational reasons to work hours between Monday to Friday, inclusive, in any calendar week which are in excess of the hours of work otherwise prescribed by Clause 15.01 of the Collective Agreement, in which case the following provisions of the Collective Agreement shall not apply:
  - (i) Clause 16.01;
  - (ii) Clause 16.02;
  - (iii) Clause 16.03(a);
  - (iv) Clause 16.04
  - (v) Clause 16.10; and
  - (vi) Clause 16.13.
- (b) Additional hours of work pursuant to Paragraph (2)(a) above must be used by the Employer in a manner which does not cause any Employee in the Union Representative or Legal Component to work hours which are excessive or unreasonable. In the event that any Employee in the Union Representative or Legal Component believes that his or her extra hours of work under Paragraph (2)(a) above are excessive or unreasonable, such Employee shall have the right to refuse to work the additional time in question without incurring any penalty or prejudice as a result.

- (c) It is agreed that under no circumstances shall any Employee in the Union Representative or Legal\_Component be entitled to any extra pay for working during any meal or rest period which occurs between Monday to Friday, inclusive, in any calendar week, or for participating at any time in any work-related discussion, by telephone or other electronic means, outside of normal working hours. However, nothing in this Letter of Understanding shall be construed in any way as reducing the entitlement of any Employee in the Union Representative or Legal\_Component to any meal or meal payments under the Collective Agreement.
  - (d) Employees in the Union Representative or Legal Component shall be paid overtime by the Employer in accordance with the applicable provisions of Article 16 for all hours worked on any Saturday or Sunday including, but not limited to, time spent in work-related discussion by telephone or other electronic means which is subject to telephone consultation premium in accordance with Clause 16.13; however, all such overtime must be approved in advance by the President of the COPE, Local 378, or his or her delegate.
- (3) Each Employee in the Union Representative and Legal Components shall be compensated by the Employer for the flexibility in hours of work reflected in this Letter of Understanding by payment on a bi-weekly basis of premium pay in the amount of ten percent (10%) of each such Employee's gross earnings, as defined in Clause 4.27 of the Collective Agreement. This premium pay shall be called "Flexible Hours of Work Premium Pay".
  - (4) Except as expressly provided otherwise by this Letter of Understanding, all of the provisions of the Collective Agreement concerning hours of work and overtime shall apply fully and unamended to all Employees in the Union Representative and Legal\_Components.
  - (5) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

## Letter of Understanding No. 2

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

### **Re: Work Leadership Responsibilities**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree that work leadership responsibilities under the Collective Agreement shall be as follows:

- (1) may perform duties largely similar to those whose work he or she directs;
- (2) may perform duties related to but at a higher level than the work of the subordinates whom he or she directs;
- (3) relieves the President, COPE, Local 378 of detailed supervision of routine aspects of work by -
  - (a) scheduling and assigning work to Employees within the jurisdiction of the work leader and approving their unscheduled time off work including, but not limited to, RWWL days, taking into account the operational requirements of the Employer;
  - (b) ensuring that all work is assigned and completed;
  - (c) transmitting the instructions of the President, COPE, Local 378 to other Employees;
  - (d) performing a quality control function in respect of subordinates and when requested by the President, COPE, Local 378 writing performance assessments of Employees within the jurisdiction of the work leader;
  - (e) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). (Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the President, COPE, Local 378 who will take suitable disciplinary action.);
  - (f) assists the President, COPE, Local 378 by providing on-the-job detailed training to Employees with respect to the performance of their job duties.
- (4) Any Employee who exercises some or all of the work leader functions as described in Paragraph (3) above shall be deemed to be a work leader for all applicable purposes under the Collective Agreement. Without limiting the generality of the foregoing, incumbents, or their replacements, in the positions of Senior Union Representative and Administrative Component Work Leader shall be deemed to be work leaders for all applicable purposes under the Collective Agreement.
- (5) Any Employee who exercises some or all of the work leader functions as described in Paragraph (3) above must be paid Work Leadership Premium Pay in accordance with Clause 17.05 of the Collective Agreement.
- (6) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Letter of Understanding No. 3**

Between

Canadian Office and Professional  
Employees, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Participation by Employees In Job Selection**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) It is agreed that only supervisory, managerial or excluded employees (who are engaged in matters related to personnel functions pursuant to Section(s) 1 and 139 of the Labour Relations Code of British Columbia, or any equivalent successor legislation) shall be authorized to make job selection decisions under the Collective Agreement.
- (2) It is agreed that in the application of Paragraph (1) above, a work leader or other designated Employees in the bargaining unit who have specific technical expertise may act as advisor to the Employer during the job selection process under the Collective Agreement. It is understood and agreed that such advisor shall only provide technical input about the requirements of the job which is under competition and may be required to prepare assessment and testing materials for the selecting representative(s) of the Employer.
- (3) It is agreed that when an Employee participates in the job selection process as set out under Paragraph (2) above, it shall be voluntary and shall not be deemed to be a condition of employment. It is understood and agreed that if the work performed in this advisory capacity warrants a temporary promotion then the applicable provisions of the Collective Agreement, concerning temporary promotion, shall apply.
- (4) The Employer specifically agrees not to amend any job description held by any work leader or any other bargaining unit job description to incorporate job selection responsibilities into their duties or attempt to have them designated as excluded Employees pursuant to the Labour Relations Code of British Columbia, or any successor legislation.
- (5) The Employer specifically agrees not to compel any Employee in the bargaining unit who participates in the job selection process in accordance with Paragraph (2) above to testify before either an arbitrator or the Labour Relations Board of British Columbia, or any of its successors.
- (6) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Letter of Understanding No. 4**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: No Layoffs Due To Grievance Administration By Employer Representatives**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) The Union recognizes and agrees that representatives of the Employer designated as Councillors and Job Stewards shall have the right to perform bargaining unit work functions with respect to the administration of grievances under applicable collective agreements, notwithstanding any provisions to the contrary contained in the Collective Agreement between the Employer and the Union.
- (2) The Employer agrees that the performance of bargaining unit work by representatives of the Employer designated as Councillors and Job Stewards with respect to the administration of grievances under applicable collective agreements shall not result in the layoff or the continuing layoff of any Employee in the Union Representative Component of the Union, as defined in Clause 5.02(c)(ii) of the Collective Agreement, providing the bargaining unit Employee affected has the ability to perform the work in question.
- (3) Contingent upon the agreements expressed in Paragraphs (1) and (2) above, the Employer and the Union mutually agree that the provisions of Clause 6.01 of the Collective Agreement shall not apply with respect to the performance of bargaining unit work by representatives of the Employer designated as Councillors and Job Stewards in connection with the administration of grievances under applicable collective agreements.
- (4) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.



**Letter of Understanding No. 5**

Between

Canadian Office and Professional  
Employees, Local 378  
("Employer")

And

United Steelworkers  
ON Behalf of Local Union 2009  
("Union")

**Re: Leaves Of Absence for COPE, Local 378 Members To Work Within The Jurisdiction of the USW, Local 2009**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) The COPE, Local 378 specifically agrees that it shall not change through collective bargaining or otherwise any provision in any collective agreement executed between the COPE, Local 378 and any employer such that an Employee on leave of absence under that collective agreement and who is working under the Collective Agreement between the COPE, Local 378 and the United Steelworkers, Local 2009 is adversely affected, without first informing the USW and the Employee concerned about the prospective change.
- (2) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Letter of Understanding No. 6**

Between

Canadian Office and Professional  
Employees, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Associate Membership in COPE, Local 378**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) It is agreed that members of the COPE, Local 378 who are hired under the Collective Agreement between the COPE, Local 378 and the United Steelworkers, Local 2009 and who are on leave of absence with the right to return to their previous employer shall be required to pay minimum dues to the COPE, Local 378 and, as a result, will be limited to those rights, obligations and entitlements as associate members in the COPE, Local 378 as prescribed by its constitution and bylaws.
- (2) Employees, other than those described in Paragraph (1) above, who are covered by the Collective Agreement between the COPE, Local 378 and the United Steelworkers, Local 2009 shall have the right, at their option, to become or not become associate members in the COPE, Local 378. If they choose to become associate members in the COPE, Local 378, their rights, obligations and entitlements shall be governed by the constitution and bylaws of the COPE, Local 378.
- (3) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Letter of Understanding No. 7**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Attendance at Labour Conventions, Councils, Meetings And Schools -Union Representative Component**

Whereas both Parties recognize that it is in their combined interest to have Employees in the Union Representative Component, as defined in Clause 5.02(c)(ii) of the Collective Agreement, participate in activities sponsored by the representative bodies of the trade union movement as a whole, specifically the Canadian Labour Congress, the B.C. Federation of Labour, and Labour Councils representing B.C. Federation of Labour affiliates in the Lower Mainland; and

Whereas both Parties recognize that it is in their combined interest to have Employees in the Union Representative Component attend educational seminars, conferences, schools, etc. to ensure that their skill levels are maintained at as high a level as possible; and

Whereas the Parties recognize that the Constitution and Bylaws of the COPE, Local 378 imposes limitations on attendance by non-COPE Members as delegates to the various central labour body conventions;

Now, therefore, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) The Employer agrees to make every effort to send as many Employees in the Union Representative Component as possible each year to the various central labour body conventions, councils and meetings described above. It is understood and agreed that attendance at these conventions, councils and meetings will be regarded as a work assignment requiring those Employees involved to assist the Officers and Member delegates of the COPE, Local 378 who are present. It is equally understood and agreed that Employees who thus attend such conventions, councils and meetings will have neither voice nor vote, unless expressly instructed otherwise by the President of the COPE, Local 378.
- (2) Selection of Employees in the Union Representative Component to attend various central labour body conventions, councils and meetings pursuant to Paragraph (1) above will be made in consultation with the Senior Union Representatives, but in all cases will be done in accordance with seniority, from highest to lowest, on a rotational basis involving all eligible Employees. This rotational selection process will not include Senior Union Representatives, who will attend applicable conventions, councils and meetings at the instruction of the President of the COPE, Local 378.
- (3) Selection of Employees in the Union Representative Component to attend educational seminars, conferences, schools, etc. sponsored by the various central labour bodies will be done by the Employer in consultation with the Senior Union Representatives, but will be based upon the criteria of sending those Employees who will benefit the most from the training/information being offered. Such attendance by an Employee will be considered as a work assignment.
- (4) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Letter of Understanding No. 8**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Flexible Hours of Work - Summer Period – Administrative and Finance Component**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) It is agreed that during the period May 1 to September 30, inclusive, in each calendar year Employees in the Administrative and Finance Component, as defined in Clause 5.02(c)(iii and iv) of the Collective Agreement, shall have the ability to reschedule their normal hours of work and instead work between the hours of 7:30 A.M. and 5:00 P.M., inclusive, each work day, subject to the Employer's right to maintain efficient staffing levels. Requests to work such flexible hours shall be made to the Secretary-Treasurer or designate and shall be approved on a rotational basis agreed to between the Employer and the Union.
- (2) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Letter of Understanding No. 9**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Past Service Credits**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

(1) Past Service Credits - Seniority

It is agreed that any person who, at any time prior to or after the effective date of the Collective Agreement, entered or enters the bargaining unit, without a break in continuous service, from any employer other than the COPE, Local 378 with whom, at the time, the COPE, Local 378, or any of its predecessors or successors was or is party to a collective agreement, shall have all of the seniority which such person accrued with his or her previous employer recognized for all applicable seniority related purposes under the Collective Agreement between the COPE, Local 378 and the United Steelworkers, save and except as follows:

- (a) only continuous service with the COPE, Local 378, or any of its predecessors or successors, within the bargaining unit represented by the United Steelworkers, Local 2009, or any of its predecessors or successors, shall be counted as seniority for any seniority related purposes involving the preference for days to be worked and days to be taken off work per Clause 11.07(c); the application of Clause 14.04; vacation selection under Clause 21.08; and/or the application of Article 39 of the Collective Agreement.

(2) Past Service Credits - Sick Leave

- (a) It is agreed that any person who, at any time prior to or after the effective date of the Collective Agreement, entered or enters the bargaining unit, without a break in continuous service, from any employer other than the COPE, Local 378 with whom, at the time, the COPE, Local 378, or any of its predecessors or successors was or is party to a collective agreement, shall have all of the service which such person accrued with his or her previous employer recognized for the purposes of calculating entitlement to sick leave under the Collective Agreement between the COPE, Local 378 and the United Steelworkers.
- (b) It is agreed that any person who is or was employed by the COPE, Local 378, or any of its predecessors or successors, in any bargaining unit job and whose employment was or is subsequently terminated and who was or is later rehired into the bargaining unit following a break in service, shall, upon the first anniversary of his or her return to the bargaining unit, be credited by the Employer with all of the service which such person previously accrued, or had recognized, for the purposes of calculating entitlement to sick leave under the Collective Agreement between the COPE, Local 378 and the United Steelworkers, Local 2009, or any of their predecessors or successors, as in effect at the time of such person's termination as described above, and all of this service shall thereafter be recognized for the purposes of calculating entitlement to sick leave under this Agreement.

(3) Past Service Credits - Annual Vacation

- (a) It is agreed that any person who, at any time prior to or after the effective date of the Collective Agreement, entered or enters the bargaining unit, without a break in continuous service, from any employer other than the COPE, Local 378 with whom, at the time, the COPE, Local 378, or any of its predecessors or successors was or is party to a collective agreement, shall have all of the service which such person accrued with his or her previous employer recognized for the purposes of calculating entitlement to annual vacation under the Collective Agreement between the COPE, Local 378 and the United Steelworkers.
- (b) It is agreed that any person who is or was employed by the COPE, Local 378, or any of its predecessors or successors, in any bargaining unit job and whose employment was or is subsequently terminated and who was or is later rehired into the bargaining unit following a break in service, shall, upon the first anniversary of his or her return to the bargaining unit, be credited by the Employer with all of the service which such person previously accrued, or had recognized, for the purposes of calculating entitlement to annual vacation under the Collective Agreement between the COPE, Local 378 and the United Steelworkers, Local 2009, or any of their predecessors or successors, as in effect at the time of such person's termination as described above, and all of this service shall thereafter be recognized for the purposes of calculating entitlement to annual vacation under this Agreement.

(4) Changes to This Letter of Understanding

This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Letter of Understanding No. 10**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Child Care**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

(1) Child Care When An Employee Works Overtime Or On A Scheduled Day Off

When an Employee works overtime or on any scheduled day off work including, but not limited to, any day of rest, annual vacation or approved leave of absence, or is called out to work, the Employer agrees to pay any receipted child care expenses incurred by the Employee during the time thus worked, including travelling time.

(2) Child Care When Employee Away From Home Overnight

The Employer agrees to pay any receipted child care expenses incurred by an Employee who is required at the request of the Employer to be away from his or her personal residence overnight, calculated from the time the Employee last leaves his or her normal place of work until the time he or she first returns to this place of work following such absence.

(3) Changes To This Letter Of Understanding

This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Letter of Understanding No. 11**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Travel Benefit Programs**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) It is mutually agreed that when an Employee travels on Employer business at the request of the Employer and such travel gives rise to any travel benefits under any travel benefit program offered by any third party (for example, "Frequent Flyer" points, etc.), these travel benefits shall accrue and ensure for the benefit of the given Employee, unless expressly prohibited by any applicable law or the provisions of the applicable travel benefits program.
- (2) It is further mutually agreed that in acquiring travel benefits pursuant to the provisions of this Letter of Understanding an Employee shall not incur any increased cost to the Employer in order to secure additional travel benefits.
- (3) It is further mutually agreed that any abuse by any Employee in the acquisition or use of any travel benefits acquired pursuant to the provisions of this Letter of Understanding shall be subject to discipline of the Employee by the Employer up to and including discharge, for "just cause".
- (4) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.



**Letter of Understanding No. 12**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

And

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Credit Cards For Employees In The Union Representative Component**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

(1) Credit Card

The Employer will provide a credit card to each Employee in the Union Representative Component, as defined in Clause 5.02(c)(ii) of the Collective Agreement. Such credit cards shall be used only for work related expenses. Employees provided with credit cards will submit timely and detailed expense reports. Any abuse of the credit card and reporting requirements may lead to the withdrawal of the credit card and substitution of such credit cards with cash advances as required. Any Union Representative, at their election, shall be entitled to use their own credit card to cover any work-related expenses which shall be submitted to the Employer, in accordance with COPE Local 378's Expense Policy as amended from time to time.

(2) Telephone Charge Card

In addition to the credit card described in Paragraph (1) above, the Employer shall provide or cause to have issued to each Employee in the Union Representative Component, as defined in Clause 5.02(c)(ii) of the Collective Agreement, one (1) credit card to be used by each such Employee to charge appropriate long-distance telephone call charges incurred while conducting business on behalf of the Employer. The Employer shall be responsible for making the payments for all such long-distance telephone call charges incurred by each eligible Employee who is issued with a credit card pursuant to this Paragraph (2). A Union Representative Component Employee shall not use his or her telephone credit card to charge any personal telephone calls.

(3) Changing This Letter of Understanding

This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Letter of Understanding No. 13**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

AND

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Part-time and Casual Employees**

The Employer may hire part-time and casual employees in accordance with the terms of this letter.

**Definitions:**

- (a) "Part time regular employee" means an employee hired to perform work of a continuing nature in a specific job, as defined by a given job description, on a part time basis in either the Union Representative or Administrative components.
- (b) "Casual employee" means an employee hired to perform work of a casual nature on an as needed basis in the Administrative Component.

**Restrictions on Use of Part Time Regular Employees:**

- (a)
  - (i) The Employer shall not hire or use part time regular employees to avoid the continuance, creation or filling of positions for or by full time regular employees. Accordingly, whenever practicable, the Employer shall combine part time work to create full time employment and jobs.
  - (ii) The Employer shall not hire or use any part time regular employee if this would result in the displacement or layoff or the continuing displacement or layoff of any full time regular employee.
  - (iii) The number of part-time regular employees hired into the bargaining unit shall be limited as follows:

Union Representative Component	2
Administrative Component	2
- (b)
  - (i) The Employer shall not hire or use casual employees to avoid the continuance, creation or filling of positions for or by regular employees. The Employer shall not hire or use casual employees if this would result in the displacement or layoff or the continuing displacement or layoff of any full time regular employee or part time regular employee.
  - (ii) Before employing casual employees under this Letter, the Employer shall discuss such matter with the Union and seek the Union's approval, which approval shall not be unreasonably denied.

Hours of Work and Overtime:

- (a) (i) Part time hours of work may involve the standard number of daily hours of work for one (1) or more work days in any work week, but shall involve less than the standard number of weekly hours of work as defined in Article 15 of the Collective Agreement and must not exceed thirty (30) hours of work in any work week, except when the part time regular employee is replacing a full time regular employee when the part time regular employee shall work the applicable full time hours. Regular part time employees who work additional hours replacing full time regular employees shall not have their employment status changed as a result of so working.
- (ii) Article 16 notwithstanding in its entirety, part time regular employees shall be paid overtime at the rate of double time (2x) when they actually work more than the standard full time hours (7) in a work day and/or more than the standard full time hours (35) in a work week.
- (b) (i) Casual employees shall be paid overtime at the rate of double time (2x) when they actually work more than the standard full-time hours (7) in a work day and/or more than the standard full-time hours (35) in a work week.

Seniority:

Part Time Regular Employees shall accrue seniority on the basis of time worked.

Benefits:

- (a) A part time regular employee shall be entitled to benefit plan coverage under the Collective Agreement on a pro rata basis in accordance with the proportion of full time equivalent hours worked (1826), provided that to be eligible, the employee must pay his/her pro rata share of the premium costs for such benefit plans. The Employer shall only be responsible for paying its pro rata share of the premium costs for such benefit plans. Part time regular employees shall be covered by the provisions of the Public Service Pension Plan.
- (b) Casual employees shall be paid twenty one point five two percent (21.52%) of their straight time base rate earnings on each pay cheque in lieu of all of the prerequisites and benefits of this Agreement including, but not limited to: paid holidays (Article 20), vacations (Article 21), sick leave and long term disability (Article 23), Reduced Work Week Leave (Article 25.10), other leaves of absence (various articles), Workers' Compensation Coverage (Article 33), severance pay (Article 44), benefit plans (Article 45) and pensions (Article 46).

Application of Agreement

- (a) The Joint Liaison Committee shall establish how those provisions of the agreement that are not identified in this Letter apply to casual and part time regular employees.
- (b) Where there is a conflict between the terms of the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall take precedence.

**Letter of Understanding No. 14**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

AND

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Job Sharing**

**DEFINITION**

Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time regular position may be structured in a manner that accommodates the employment of two employees on a work/time sharing basis. It is the intent that the combined performance and time worked by the two job sharing partners will equate to that of a full-time regular employee in that position. Job sharing arrangements with the approval of the Employer subject to operational efficiency, requests for job sharing shall not be unreasonable declined by the employer.

**PROCEDURE**

- (a) A regular employee wanting to job share may ask the Employer to consider a proposal for a job sharing arrangement. The regular employee must be the incumbent in the position and the other regular or temporary employee must enter the position by virtue of either a lateral transfer or promotion. The proposal will give details on how the arrangement will ensure the work is efficiently and effectively completed. Details which must be considered in the submission include:
- (i) Which functions will be shared and which functions will be performed by only one partner;
  - (ii) How work load priorities will be determined on an on-going basis, and how these priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed;
  - (iii) Preferred work schedule of each partner, preferred start date. This schedule may be revised upon mutual agreement by the job share partners and the Employer.
  - (iv) For each job sharing arrangement there must be a written Job Sharing Agreement signed by each employee participating and the Employer, with a copy to the Union.

## JOB SHARING CONDITIONS

- (a) Full time regular employees who enter a job sharing arrangement change their status to part-time regular.
- (b) Job shares will participate in the benefits per article 45 under the terms of a full time regular, and also participate in the Pension Plan.
- (c) Sick leave, annual vacation and RWWL day entitlements shall be prorated on the basis of time worked according to service.
- (d) Seniority will be calculated in accordance with the Collective Agreement.

## TERMINATION OF THE JOB SHARING ARRANGEMENT

- (a) The Employer, the Union or either of the employees involved may cancel the job sharing arrangement at any time by giving thirty (30) calendar days written notice to the other parties.
- b) If a job sharing arrangement is cancelled, the job sharing partner who originally held the position will again assume that position. The provisions of Article 39 will apply to the other incumbent.

If the original incumbent declines the full time regular position, the remaining partner will be offered the job and the provisions of Article 39 will apply to the original incumbent. If the remaining partner declines, the position will be bulletined and the provisions of Article 39 will apply to this remaining partner.

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**Letter of Understanding No. 15**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

AND

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Four Day Work Week**

The parties agree to refer to the Joint Liaison committee the feasibility of a four day work week.

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## Letter of Understanding 16

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

AND

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

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### **RE: TELEWORK PILOT PROJECT**

This memorandum is intended to build on the evolving nature of work and to provide flexibility on the location in which work gets completed, in addition to the flexibility already provided in hours of work. The memorandum is also meant to recognize that the traditional methods of "work" are changing and that COPE 378 and USW are endeavouring to be responsive to the needs of the business, as well as their employees and members.

#### Examples of Opportunities for Telework:

1. workers that require quiet space to work
2. occasional mid-day appointments
3. other situations where the manager and employee mutually agree that the arrangement may be beneficial

The primary intent of this Memorandum is for regular and ongoing telework arrangements, although one-off circumstances as described above are also covered.

For exceptional circumstances such as large events, physical barriers (i.e. floods, road closures, inclement weather), and emergency situations that may result, COPE 378 and USW 2009 agreement will be required for this LOU to apply, such agreement will not be unreasonably denied. Telework may also be a consideration in accommodation cases, although this would occur under our Duty to Accommodate obligations and outside of the pilot.

#### Terms of the Telework Pilot

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and COPE 378 have mutually agreed the employee will Telework.
2. Telework is voluntary and must be agreed to by the President and the employee.
3. An employee may make a request of the President to Telework. The request must describe how the proposed arrangement will ensure the work is effectively and efficiently performed and should specify the desired frequency.
4. The President, in consultation with the Senior Union Reps, will take the following factors into consideration when exercising their discretion to approve or deny a request to Telework:
  - a) whether the Telework arrangement would maintain or improve service or productivity;
  - b) the impact on colleagues and clients;
  - c) the employee's suitability, taking into consideration performance and work style/independence;
  - d) the nature of equipment and supplies associated with the request, including whether any cost would be incurred by COPE 378;
  - e) the manner and frequency of contact between manager and employee.

Work style and independence refer to an employee's ability to work without direct supervision and/or without the need for frequent feedback from or interaction with the management or co-workers.

Requests will not be unreasonably denied.

5. The number of days per month that an employee will be permitted to Telework will vary depending on the particular circumstances, but as a general guideline it should not exceed one day per week.
6. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a Telework arrangement.
7. The intent is for the employee to continue to work his/her normal work schedule, but to do so from the Telework location. If an employee intends to work outside of his/her normal working hours (including working overtime), these hours must be pre-approved by the president.
8. An employee may be permitted, with pre-approval from the President, to split his/her working hours during a day to, for example, allow the employee to tend to a personal matter midday. The total hours worked must not exceed 7.5 hours per day and will not attract overtime.
9. Either the President or the employee may cancel the Telework arrangement by notifying the other party. This included the cancellation of a particular day or the cancellation of an ongoing arrangement. A minimum of 24 hours' notice will be provided.
10. The union will receive a copy of all Telework agreements.

#### Health and Safety

11. The employee agrees to designate a work space within the Telework location that is adequate for the performance of the employee's official duties. The employee shall maintain this workspace in a safe condition, free from hazards. The employee will be provided with information to assist him/her to identify hazards and will be responsible for completing and returning to the President a hazard checklist that will be provided. The employee agrees to allow for an audit of the workspace by a COPE 378 representative. COPE 378 will provide a minimum of 24 hours' notice to the employee.
12. The employee must notify the President immediately of any job related accident that occur in the Telework location.

#### Cost and Equipment

13. COPE 378 will not normally incur any additional costs as a result of a Telework arrangement.
14. COPE 378 will provide the employee with VPN access to allow access to the COPE 378 network from his/her personal computer at the Telework location. COPE 378 will not provide costs related to utilities, the internet, modem, fax, photocopier or printer, but will provide reasonable reimbursement related to incidental expenses (e.g. paper, ink, toner, long distance phone calls, etc.)

#### Other Employee Responsibilities

15. The employee is responsible for securing and protecting COPE 378's property, documents and confidential information in the Telework workspace and will be provided with privacy and security information to review prior to commencing Telework.
16. The employee must not conduct in-person meetings at the Telework location.
17. The employee must ensure dependent care arrangements are in place and that personal responsibilities are managed in a way which allows the employee to successfully meet his/her job responsibilities.



18. The employee is expected to maintain the same level of professionalism as in his/her normal work place.
19. The employee is responsible for ensuring that the Telework arrangement does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws.
20. The employee must comply with all company policies and governing legislation, such as PIPA, CRA, the Workers' Compensation Act and Occupational Health and Safety Regulation.

Terms of the Telework Pilot

21. The parties agree that the Telework pilot will be in place until March 31,2016.
22. The parties will indicate, by 30 days prior to the expiry of the Telework pilot, whether there is a desire to continue with Telework and will enter into subsequent negotiations if there is a mutual desire.

Letter of Understanding #17

**RE: TRANSITION FROM UNION ORGANIZER 1 TO UNION ORGANIZER 2 AND UNION REPRESENTATIVE 1 TO UNION REPRESENTATIVE 2**

In the event that the Employer hires a Union Organizer 1, or a Union Representative 1, the Employer and the Union agree that this Letter of Understanding sets out the program whereby a Union Organizer 1 or a Union Representative 1 will progress to the position of Union Organizer 2 or Union Representative 2.

To that end, the parties agree to the following:

1. Employees who are hired as a Union Organizer 1 or Union Representative 1 will be paid in accordance with the starting rate for the Union Representative 1 as set out in Appendix "A" in the COPE 378/USW 2009 Collective Agreement. The Parties further agree that the rate for a Union Organizer 1 will be established at the same rate as the Union Representative 1.
  2. It is expected that an employee can progress from Union Organizer 1 to Union Organizer 2, or Union Representative 1 to Union Representative 2, in an eighteen (18) month period. The Employer may extend the training period an additional six (6) months if it is deemed necessary.
  3. The Employer will determine eighteen (18) month training programs and define the skills required in each area of competency in order to achieve the II level for each of Union Organizer 2 and Union Representative 2.
  4. In order to support such progressions, each six (6) months a performance review will be conducted to ensure the assignment of duties demonstrate progression and satisfactory completion of the duties and assignments. The performance reviews will be conducted by the President and the Senior Union Representative. Provided the performance review shows a minimum of satisfactory performance, the employee's wage rate will increase one-third (1/3) of the difference between the Union Organizer 1 rate and the Union Organizer 2, or the Union Representative 1 rate and Union Representative 2 rate as set out in Appendix "A" of the COPE 378/USW 2009 Collective Agreement.
  5. Under the direct supervision of the President and a Senior Union Representative, the employee must demonstrate they can perform all the duties of the Union Organizer 2 or Union Representative 2 classifications.
  6. Any and all salary progressions may be withheld if the employee's performance on the job is unsatisfactory. In this event, the Employer will consult with the Union regarding such performance and the progression may be extended for an additional six (6) month period or such other period as the parties deem appropriate to ensure satisfactory performance. The Union will not unreasonably withhold its agreement.
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**Letter of Understanding No. 18**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

AND

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

**Re: Flexible Hours of Work Premium Pay -Union Representative Component, Organizers, as Designated by the President of COPE 378.**

Whereas the Parties agree that providing organizing services for COPE, Local 378 requires flexibility in the working hours of Organizers in the Union Representative Component; and

Whereas the Parties agree that the personal life and health of the Organizers in the Union Representative Component require that their working hours are reasonable;

Now, therefore, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) Subject to providing the coverage which meets the unique operational requirements of COPE 378 organizing, the scheduling principle underlying the flexible work week is, that each Employee dedicated to organizing will establish her/his own work schedule in accordance with the provisions set out in (3) below.
- (2) The hours of work for the Employees dedicated to organizing will be as follows:
  - (i) Work Period - Organizers will work seventy-five (75) hours per bi-weekly period on a flexible time basis, and will be scheduled off work for at least four (4) calendar days in that period.
  - (ii) Each Employee who works such scheduled hours of work shall accrue seventeen (17) days of RWWL in each calendar year, in accordance with Clause 25.10, in lieu of the thirty-five (35) hour work week.
- (3) Employees dedicated to organizing shall work the hours of work noted above, in which case the following provisions of the Collective Agreement shall not apply:
  - (i) Article 15: 15.01 – 15.07 inclusive
  - (ii) Clause 16.01
  - (iii) Clause 16.02
  - (iv) Clause 16.03 (a)
  - (v) Clause 16.04
  - (vi) Clause 16.07
  - (vii) Clause 16.09
  - (viii) Clause 16.10
  - (ix) Clause 16.13
- (4) Each Employee dedicated to organizing shall be compensated by the Employer for the flexibility in hours of work reflected in this Letter of Understanding by payment on a bi-weekly basis of premium pay in the amount of fifteen percent (15%) of each such Employee's gross earnings, as defined in Clause 4.27 of the Collective Agreement. This premium pay shall be called "Flexible Hours of Work Premium Pay".

- (5) Except as expressly provided otherwise by this Letter of Understanding, all of the provisions of the Collective Agreement shall apply fully and unamended to all Employees dedicated to organizing.
- (6) This Letter of Understanding may be terminated by either party by providing sixty (60) days' notice to the other party during the term of this Agreement.
- (7) As long as this letter remains in effect, it will replace the conditions set out in LOU #1 for the position of Union Organizer (I or II) only. In the event this Letter is terminated, LOU #1 will apply to Organizers.

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**Letter of Understanding 19**

Between

Canadian Office and Professional  
Employees Union, Local 378  
("Employer")

AND

United Steelworkers  
On Behalf of Local Union 2009  
("Union")

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**RE: USE OF SICK LEAVE DAYS FOR EMPLOYEES OVER 65**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

1. Until and including March 31, 2014, Employees who are 65 years or older as of December 1, 2013, and therefore not eligible to apply for Long Term Disability Benefits per Article 23, shall be eligible to use any unused sick leave credits up to the maximum available.
2. After March 31, 2014, the provisions of Article 23.05 shall apply.

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**EFFECTIVE APRIL 1, 2013**

	<b>Biweekly</b>	<b>Work Leader Premium</b>	<b>Total</b>	<b>Monthly</b>
Senior Union Rep	\$3,241.56	\$307.95	\$3,549.51	\$7,690.60
Grievance/Arbitration Rep	\$3,241.56	\$307.95	\$3,549.51	\$7,690.60
Union Rep 2	\$3,096.72		\$3,096.72	\$6,709.56
Union Rep 1	\$2,543.88		\$2,543.88	\$5,511.74
Communications Officer	\$3,096.72		\$3,096.72	\$6,709.56
Job Evaluation Rep	\$3,096.72		\$3,096.72	\$6,709.56
Organizer 2	\$3,096.72		\$3,096.72	\$6,709.56
Organizer 1	\$2,543.88		\$2,543.88	
Workers Compensation Appeals Rep	\$3,096.72		\$3,096.72	\$6,709.56
Legal Rep				
Adm. Comp. Work leader	\$2,035.67	\$193.39	\$2,229.05	\$4,829.62
Adm. Comp.	\$2,035.67		\$2,035.67	\$4,410.61
Accounting Analyst	\$2,313.11		\$2,313.11	\$5,011.73
Finance Comp.	\$2,035.67		\$2,035.67	\$4,410.61
<b><u>Accounts Payable/Payroll</u></b>	<b><u>\$2,237.39</u></b>		<b><u>\$2,237.39</u></b>	<b><u>\$4,847.68</u></b>

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**EFFECTIVE APRIL 1, 2014**

		<b>Work Leader Premium</b>	<b>Total</b>	<b>Monthly</b>
Senior Union Rep	<b>Biweekly</b> \$3,273.98	\$311.03	\$3,585.00	\$7,767.51
Grievance/Arbitration Rep	\$3,273.98	\$311.03	\$3,585.00	\$7,767.51
Union Rep 2	\$3,127.69		\$3,127.69	\$6,776.66
Union Rep 1	\$2,569.32		\$2,569.32	\$5,566.86
Communications Officer	\$3,127.69		\$3,127.69	\$6,776.66
Job Evaluation Rep	\$3,127.69		\$3,127.69	\$6,776.66
Organizer 2	\$3,127.69		\$3,127.69	\$6,776.66
Organizer 1	\$2,569.32		\$2,569.32	\$5,566.86
Workers Compensation Appeals Rep	\$3,127.69		\$3,127.69	\$6,776.66
Legal Rep	\$3,923.94		\$3,923.94	\$8,501.87
Adm. Comp. Work leader	\$2,056.02	\$195.32	\$2,251.34	\$4,877.91
Adm. Comp.	\$2,056.02		\$2,056.02	\$4,454.71
Accounting Analyst	\$2,336.24		\$2,336.24	\$5,061.84
Finance Comp.	\$2,056.02		\$2,056.02	\$4,454.71
<b><u>Accounts Payable/Payroll</u></b>	<b><u>\$2,259.76</u></b>		<b><u>\$2,259.76</u></b>	<b><u>\$4,896.16</u></b>

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**EFFECTIVE APRIL 1, 2015**

		<b>Work Leader</b>		
	<b>Biweekly</b>	<b>Premium</b>	<b>Total</b>	<b>Monthly</b>
Senior Union Rep	\$3,306.72	\$314.14	\$3,620.85	\$7,845.18
Grievance/Arbitration Rep	\$3,306.72	\$314.14	\$3,620.85	\$7,845.18
			\$0.00	
Union Rep 2	\$3,158.96		\$3,158.96	\$6,844.42
Union Rep 1	\$2,595.01		\$2,595.01	\$5,622.53
Communications Officer	\$3,158.96		\$3,158.96	\$6,844.42
Job Evaluation Rep	\$3,158.96		\$3,158.96	\$6,844.42
Organizer 2	\$3,158.96		\$3,158.96	\$6,844.42
Organizer 1	\$2,595.01		\$2,595.01	\$5,622.52
Workers Compensation Appeals Rep	\$3,158.96		\$3,158.96	\$6,844.42
Legal Rep	\$3,963.18		\$3,963.18	\$8,586.89
Adm. Comp. Work leader	\$2,076.58	\$197.28	\$2,273.86	\$4,926.69
Adm. Comp.	\$2,076.58		\$2,076.58	\$4,499.26
Accounting Analyst	\$2,359.60		\$2,359.60	\$5,112.46
Finance Comp.	\$2,076.58		\$2,076.58	\$4,499.26
Accounts Payable/Payroll	\$2,282.36		\$2,282.36	\$4,945.12

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