

**COLLECTIVE AGREEMENT**

**between**

**THE PEOPLE'S LAW SCHOOL**

**and the**

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

**Effective from April 1, 2015 to March 31, 2016**

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## ARTICLE 1 - PURPOSE OF AGREEMENT

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. The Employer and the Union agree it is in the best interest of both parties to cooperate fully, individually and collectively with one another.
- (b) The parties to this agreement share a desire to improve the quality of the services provided by the People's Law School. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship based on mutual respect.

## ARTICLE 2 - HUMAN RIGHTS

### 2.1 Employer Shall Not Discriminate

- (a) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sexual orientation, age, gender identity, or criminal or summary of conviction that is unrelated to the employment of that person.
- (c) The Employer and the Union agree they shall afford every employee covered by this agreement the right to equal benefit, protection and treatment.

## ARTICLE 3 - HARASSMENT

### 3.1 Personal and Psychological Harassment

- (a) Personal and psychological harassment means objectionable conduct that:
  - (1) imposes a risk or threatens a worker's psychological or physical well-being, or causes a worker substantial distress or humiliation and/or intimidation; or
  - (2) is discriminatory behaviour based on a person's race, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity that causes substantial distress; or
  - (3) is serious inappropriate conduct by a person that serves no legitimate work-related purpose; or
  - (4) is repeated or persistent or may be a single serious incident.
- (b) Reasonable conduct by a manager or supervisor in directing workers and carrying out management duties in good faith is not harassment.

### 3.2 Sexual Harassment

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome.
- (b) To constitute sexual harassment, behaviour may be a single serious incident or a repeated or persistent incident.

- (c) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.
- (d) Sexual harassment will often, but need not be accompanied by an expressed or implied threat of reprisal or promise of reward.

### **3.3 Harassment Complaints**

- (a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.
- (b) A harassment complaint is not a grievance. The complainant must follow this complaint process.
- (c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (d) The complainant and respondent (if a member of the Union) have the right to union representation.
- (e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and the respondent.
- (g) A complainant has the right to file a complaint under the *BC Human Rights Code*.

### **3.4 Harassment Complaints Procedure**

- (a) A formal complaint must be submitted in writing within one month of the last alleged occurrence.
- (b) A formal complaint must be submitted through the Union or directly to the Executive Director or designate. When the Executive Director has received a complaint, she will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of this article, and the remedy sought.
- (d) The Executive Director or their designate will investigate the complaint and will complete their report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to re-locate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.



(i) If the respondent is the Executive Director (or alternate) the Union will notify the Board Chair within 10 days of receiving the complaint. The Board Chair and the Union will appoint a mutually agreeable independent investigator. The Union will be apprised of the resolution. The independent investigator will investigate the complaint within 30 days of receiving it and submit their report to the Board Chair.

(j) The Employer may take appropriate action including discipline against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

### **3.5 Appeal**

(a) Disputes resulting from actions taken under this article may be grieved within 30 days at Step 3 of the grievance procedure.

(b) A grievance must be submitted through the Union to an arbitrator from Clause 12.2 (Arbitrator).

(c) The Arbitrator may first try to reach a resolution acceptable to the Employer and the Union.

### **3.6 Investigator**

In the case of possible systemic issues or multiple complaints, the Employer and the Union may agree to seek the assistance of an independent investigator agreeable to the parties. The investigator will examine any underlying issues that may contribute to harassment in the workplace and recommend preventative and corrective measures to the parties. This provision does not preclude an employer from seeking an independent investigator if the Union does not agree to an appointment and/or the Employer deems one necessary on the merits of the situation.

### **3.7 Misuse of Managerial/Supervisory Authority**

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

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

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

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union, or their designate, does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

### **3.8 Misuse of Authority Procedure**

(a) If there is an allegation of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employees directly involved. The employees directly involved may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the complainant may refer the matter through the Union in writing to the Executive Director or, as appropriate, the board representatives on the Staff

Liaison Committee or their designate within 30 days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including:

- the name(s) of individual(s) involved;
- the specific actions and dates of the alleged misuse of managerial/supervisory authority;
- names of witnesses;
- an explanation as to why it should be considered misuse of authority;
- the remedy sought; and
- an outline of the steps which have been taken to resolve the matter in (a) above.

These particulars will form the basis of the Employer's consideration and/or investigation and will be those which are placed before the panel should the matter proceed pursuant to (d). The Employer shall provide the respondent with a copy of the complaint.

(c) The Employer's designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within 30 days of providing notice to the Employer.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to a joint mediation/arbitration panel within 30 days of receiving the Employer's response or when the response was due. The Panel will be comprised of one member each from the Employer and the Union, and a chairperson who shall be appointed jointly by the parties. By mutual agreement, the parties may agree upon a single mediator/arbitrator to hear and determine the complaint.

The referral to the panel will include the written statement presented at Step (b) above and the Employer's response.

(e) The Panel will review the written statement and the Employer's response. The Panel may make a decision based on these documents or if it determines that there is no basis for the complaint or there are insufficient particulars, the Panel will dismiss the case.

Where the Panel determines there is sufficient reason to conduct a hearing, the Panel shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this article.

Hearings shall be conducted so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel may:

- (1) make findings of fact;
- (2) decide if, on the facts, misuse of managerial/supervisory authority has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.

(f) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.

(g) Disciplinary action taken by the Employer which is consistent with the recommendations of the majority of the Panel shall not form the basis of a grievance.

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

#### **ARTICLE 4 - UNION RECOGNITION AND RIGHTS**

##### **4.1 Bargaining Unit Defined**

- (a) The bargaining unit is the unit for which the BCGEU is certified and includes all employees of the People's Law School except the Executive Director.
- (b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of a decision of the Labour Relations Board.

##### **4.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the sole and exclusive collective bargaining agent for all of its employees in the bargaining unit and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

##### **4.3 Work of the Bargaining Unit**

Persons other than those in the bargaining unit shall not work in any bargaining position subject to continuation of the present practices respecting un-paid volunteers.

If the Union alleges that volunteers are unduly involved in bargaining unit duties, that issue will be subject to the grievance and arbitration procedures in the collective agreement.

##### **4.4 Correspondence**

- (a) All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director or their designate and the President of the Union or their designate.
- (b) A copy of any correspondence between the Employer, or their designate, and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or their designate.

##### **4.5 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this collective agreement.

##### **4.6 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) A steward, or alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such

permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

(c) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request of the Employer.

#### **4.7 Bulletin Boards**

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

#### **4.8 Union Insignia**

A union member shall have the right to wear or display the recognized insignia of the Union.

#### **4.9 Right to Refuse to Cross Picket Lines During Strike**

An employee covered by this agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to do so shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

#### **4.10 Right of Fair Representation**

The Union shall have the right at any time to have the assistance of representatives of the B.C. Government and Service Employees' Union or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement.

#### **4.11 Meetings with Employer Considered Time Worked**

Any time worked beyond the normal workday of seven hours, shall be considered as time worked and paid accordingly, or equivalent time off given to the employee.

#### **4.12 Conflict With Policy**

(a) In the event that any future legislation renders null and void or materially alters any provision of this agreement, the parties will negotiate a mutually agreeable provision to be substituted for the provision rendered null and void or materially altered. All other provisions of the agreement shall remain in full force and effect.

(b) In the event there is a conflict between the contents of the agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

#### **4.13 Present Contracting Out Arrangements**

This collective agreement does not otherwise affect the present contracting out arrangement in place respecting the Justice Theatre program.

**ARTICLE 5 - UNION SECURITY****5.1 Union Security**

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

**5.2 Limitations on Contracting Out**

The Employer will not contract out any work presently performed by the employees covered by this agreement which would result in the layoff of such employees, including a reduction in assigned workload.

**ARTICLE 6 - CHECK-OFF OF UNION DUES****6.1 Check-off**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each semi-monthly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

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

## **ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.1 Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Check-off of Union Dues.

### **7.2 Union Orientation**

On commencing employment, the Employer shall introduce the new employee to the union steward. During the first month of employment, an officer of the Union can meet with the new employee during working hours for up to 30 minutes to discuss the benefits of union membership.

## **ARTICLE 8 - EMPLOYER RIGHTS**

### **8.1 Employer Rights**

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

### **8.2 Not Discriminatory**

The Employer shall exercise its rights in a fair and reasonable manner.

## **ARTICLE 9 - EMPLOYER/UNION RELATIONS**

### **9.1 Representatives**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

### **9.2 Union Bargaining Committee**

A union bargaining committee shall be elected by the bargaining unit membership.

### **9.3 Technical Information**

The Employer agrees to provide to the Union such public information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. The Union recognizes the need for confidentiality of certain information prior to announcements by the provincial government, and such information is excluded from the operation of this clause.

## **ARTICLE 10 - UNION/EMPLOYER COMMITTEE**

### **10.1 Establishment of Union/Employer Committee**

(a) A joint union/employer committee shall be established with one representative of the Union and one representative of the Employer plus the servicing staff representative and an employer's

Advisor. The Committee shall enjoy full support of both parties in promoting improved service to the public and productive labour relations.

(b) The Committee shall meet at least once every six months or at the request of either party at a mutually agreeable time and place. If the meeting is at the request of one of the parties, that party shall produce an agenda at least 48 hours in advance of the meeting. Employees shall not suffer loss of pay for the time spent with this Committee.

(c) Minutes of meetings shall be prepared and distributed as promptly as possible after the meeting to the committee members.

## **10.2 Function of the Committee**

(a) The parties understand and agree that the Committee is not intended to serve as a supplement or an alternative to the grievance/arbitration process, nor to interfere with or attempt to re-negotiate any provisions of the agreement between the parties.

(b) It is intended by the parties that the Committee will be limited to serving as a vehicle for joint discussion and consultation, with a view to exploring possible solutions to mutual problems and concerns.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.1 Grievance Procedure**

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

(a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or

(b) the dismissal, discipline, or suspension of an employee bound by this agreement.

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

### **11.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

### **11.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 11.4 (Step 2), must do so no later than 30 days after the date:

(a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;

(b) on which they first became aware of the action or circumstances giving rise to the grievance.

**11.4 Step 2**

- (a) Subject to the time limits in Clause 11.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:
- (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated supervisor through the union steward.
- (b) The supervisor shall:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

**11.5 Time Limit to Reply at Step 2**

- (a) Within 10 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.

**11.6 Step 3**

The President of the Union or designate may present a grievance at Step 3:

- (a) within 14 days after the decision has been conveyed to the grievor by the representative designated by the Employer to handle grievances at Step 2;
- (b) within 14 days after the Employer's reply was due.

**11.7 Time Limit to Reply at Step 3**

- (a) Within 10 days of receiving the grievance at Step 3, the representative designated by the Employer to handle grievances at Step 3 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 3.

**11.8 Failure to Act**

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned.



### **11.9 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 12 - Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received, or
- (b) 30 days after the Employer's decision was due.

### **11.10 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to have been received on the day it was delivered to the appropriate office of the Employer or the Union.

### **11.11 Dismissal or Suspension Grievance**

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within 15 days of the date on which the suspension occurred, or within 15 days of the employee receiving notice of dismissal or notice of suspension.

### **11.12 Deviation from Grievance Procedure**

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

(b) Notwithstanding (a) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

### **11.13 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation or alleged violation of this agreement, the dispute shall be discussed between the bargaining Principals within 60 days of the occurrence. Where no satisfactory agreement is reached the Union may submit the matter to arbitration as set out in Article 12 - Arbitration.

### **11.14 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **11.15 Retroactive Settlements**

Settlements reached at any step of the grievance procedure in this article, other than Clause 11.13 (Policy Grievance), shall be applied retroactively to the date of the occurrence or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

## ARTICLE 12 - ARBITRATION

### 12.1 Notification

Either of the parties may, after exhausting the grievance procedure in Article 11 - Grievance Procedure, notify the other party within 30 days of the receipt of the reply at the third step, that the grievance is to be submitted to arbitration. Such notice shall be by priority courier, facsimile or email.

### 12.2 Arbitrator

The parties agree that matters referred to arbitration shall be dealt with by a mutually agreed upon arbitrator.

The parties agree to Brian Foley and Mark Brown on a rotational basis.

The party requesting that a grievance be submitted to arbitration shall notify the Arbitrator within five days of notifying the other party of its intent, who shall hear and determine the matter without any undue delay.

### 12.3 Procedure

(a) The Arbitrator may determine their own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of their first meeting.

(b) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice. An arbitration may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

### 12.4 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make decision contrary to the provisions of this agreement. However, they shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which they deem just and equitable.

### 12.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.

### 12.6 Expenses of the Arbitrator

Each party will pay one-half of the fees and expenses of the Arbitrator.

### 12.7 Amending of Time Limits

The time limits in both the grievance and arbitration procedure may be extended by mutual agreement of the parties in writing.

### 12.8 Witnesses

(a) At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

(b) All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

### **12.9 Expedited Arbitration**

(a) The parties agree that matters referred to expedited arbitration shall be dealt with by Foley and Brown on a rotational basis.

(b) Prior to selecting an arbitrator and setting any grievance down for expedited arbitration, the parties will meet to attempt to resolve the grievance.

(c) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation;
- (6) grievances related to Article 17 - Hours of Work;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process. Agreement will not be unreasonably withheld.

(d) The Arbitrator shall hear the grievances and shall render a decision within 10 working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

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

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

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitrator hearing pursuant to Clause 11.2 (Deviation from Grievance Procedure).

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

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.1 Justice and Dignity**

The parties agree that in certain situations, it may be in the best interest of both employer and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, the employee shall be considered on a leave of absence without loss of pay until the Employer makes a decision relative to imposing discipline.

### **13.2 Discipline Procedure**

- (a) No employee shall be disciplined, suspended or discharged except for just cause, and an employee shall be discharged only upon the written authority of the Employer. Dismissal of a probationary employee shall be subject to Clause 15.5 (Probation for Newly Hired Employees).
- (b) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for suspension or dismissal. An employee shall have the right to have a steward present, providing that it does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal shall be forwarded to the President of the Union, or designate, within five working days.
- (c) The Employer shall inform the union steward verbally prior to imposing a suspension of more than five days.
- (d) Where this agreement requires reasons in writing for disciplinary action, it is understood and agreed that compliance with these requirements shall be sufficient if verbal reasons are given immediately in the presence of the employee's steward, and are confirmed in writing within five working days.

### **13.3 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

### **13.4 Right to Have Steward Present**

- (a) An employee shall have the right to have their steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their steward to be present at the interview.
- (b) A steward or local union officer shall have the right to consult with a BCGEU staff representative and to have them present at any discussion with supervisory personnel, which might be the basis of disciplinary action.

### **13.5 Personnel Records**

- (a) The Personnel records of an employee, or former employee, shall not be shared in any manner with any other employee, employer or agency, without the prior written consent of the employee concerned.
- (b) An employee shall have the right at any time to have access to and review their personnel record, with three days advance notice to the Employer. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (c) No evidence from the employee's record of which the employee was not aware at the time of filing may be introduced as evidence in any hearing.

### **13.6 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by employees shall include written censures, letters of reprimand and adverse reports or performance evaluation. Employees shall be given a copy of any such document placed on their file which might be the basis of disciplinary action. Should employees dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document, other than official

evaluation reports, shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided there has not been a similar further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

## ARTICLE 14 - SENIORITY

### 14.1 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis.
- (b) For part-time employees, seniority shall be calculated according to the number of hours worked.

### 14.2 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January of each year.

### 14.3 Loss of Seniority

An employee shall only lose seniority in the event:

- (a) of being discharged for just cause and not reinstated
- (b) of resigning in writing and not withdrawing the resignation within one week
- (c) of failing to contact the Employer with acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees shall have up to 14 days to return to work.
- (d) of layoff for more than one year.

## ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

### 15.1 Job Postings

- (a) When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall post notice of the position on all bulletin boards within seven days of the vacancy or of the new position being established, for a minimum of seven days. An electronic copy will be sent to members on layoff, leave of absence or sick leave.
- (b) Qualified internal candidates shall be considered and interviewed prior to external candidates.

### 15.2 Information in Postings

- (a) Such notice shall contain the following information: nature of position, classification, qualifications, required knowledge, education and experience, hours of work, salary rate, and closing date.
- (b) All job postings shall state: "*The People's Law School adheres to the Principle of Employment Equity*" and "*Qualified internal applicants shall be given first consideration in filling this position.*"

**15.3 Role of Seniority in Promotions, Transfers and Staff Changes**

- (a) For all promotions, transfers and staff changes, the qualifications, abilities and seniority of the applicants concerned will be the considerations. Where these factors are relatively equal, seniority will be the determining factor.
- (b) Employees who are on probation pursuant to Clause 15.5 (Probation for Newly Hired Employees) shall not be entitled to apply for internal postings.

**15.4 Union Observer**

The President of the Union, or designate, may upon an applicant's request, designate a qualified disinterested party to sit as an observer of selection panels for posted positions within the bargaining unit.

**15.5 Probation for Newly Hired Employees**

- (a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation shall not be considered a dismissal for the purpose of Clause 13.2 (Discipline Procedure) of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) Probationary employees who are required to meet with the Employer to review their performance during their probationary period are entitled to have a steward present during such discussions.

**ARTICLE 16 - LAYOFF AND RECALL****16.1 Definition of Layoff**

"Layoff" is a cessation of employment or elimination of a job resulting from reduction of the amount of work required to be done by the Employer; or lack of funding, reorganization; or a program termination; or closure or other material change in organization; or a reduction in hours of work greater than four hours per week.

**16.2 Role of Seniority in Layoffs**

- (a) It is agreed that job security should be increased in proportion to length of service. In the event of a layoff, employees shall be laid off by classification, in reverse order of seniority.
- (b) An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

**16.3 Recall Procedure**

Employees shall be recalled in the order of their seniority. The recall period shall be 12 months.

**16.4 No New Employees**

New employees will not be hired before considering laid off employees, provided they have the necessary qualifications for the position(s) being filled.

**16.5 Advance Notice of Layoff**

The Employer shall provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

- (a) one week's notice and/or pay in lieu of notice after three consecutive months of employment; or
- (b) two weeks' notice and/or pay in lieu of notice after 12 consecutive months of employment; or
- (c) three weeks' notice and/or pay in lieu of notice after two consecutive years of employment, plus one additional week for each year of employment, to a maximum of eight weeks' notice and/or pay in lieu of notice.

**16.6 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

**ARTICLE 17 - HOURS OF WORK****17.1 Regular Working Hours**

The parties agree that the regular business hours are Monday to Friday, 9:00 a.m. – 5:00 p.m.

**17.2 Regular Workday**

The regular workday for all employees shall be seven hours per day and 35 hours per week, exclusive of the meal period, except for those employees who are approved to work a flexible work schedule pursuant to Clause 17.3 (Flexible Work Schedule).

**17.3 Flexible Work Schedule**

Subject to 17.4, the regular workday shall be scheduled between 8:30 a.m. and 8:30 p.m. unless otherwise agreed between the parties. Starting and finishing times may be scheduled by mutual agreement, and set forth in writing, in one of the following ways:

- (a) unscheduled;
- (b) unscheduled around a mutually agreed core period;
- (c) unscheduled within a mutually agreed entry and exit period around a mutually agreed core period.

**17.4 Hours of Work Agreement**

Subject to 17.3, local hours of work schedules will be mutually agreed between the parties at the local level. Such agreement will be provided to each party in writing.

**17.5 Part-Time Employees**

Employees whose regular hours of work are seven hours or more per week, but less than 35 hours a week shall be considered part-time employees.

**17.6 Rest Periods**

An employee shall be permitted a rest period of 15 minutes in both the first one-half and second one-half of each workday.

## ARTICLE 18 - OVERTIME

### 18.1 Definitions

- (a) "*Overtime*" means work authorized in advance by the Employer and performed by an employee outside of daily and weekly hours as described in Clauses 17.2 (Regular Workday) and 17.3 (Flexible Work Schedule).
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Double-time*" means twice the straight-time rate.
- (d) "*Double-time and one-half*" means two and one-half times the straight-time rate.

### 18.2 Overtime Entitlement

Employees are entitled to compensation at the applicable overtime rates for authorized overtime outside the regular daily and weekly hours described in Article 17 - Hours of Work.

### 18.3 Recording of Overtime

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

### 18.4 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
  - (1) Time and one-half for all hours worked on a regularly scheduled workday; and
  - (2) Time and one-half for all hours worked on a day of rest.
- (b) An employee who is required to travel outside of their regular hours of work under Clause 17.2 (Regular Workday) or 17.3 (Flexible Work Schedule) on the Employer's business, shall be compensated at the applicable overtime rates.
- (c) The employee shall be compensated for all overtime in pay or equivalent time off at the employee's choice. Time banked shall not exceed 14 hours at any time.
- (d) Employees shall, within seven days, schedule such time off, except by mutual agreement. Approval will not be unreasonably withheld.
- (e) Any overtime still owing upon termination of employment shall be paid out in cash.
- (f) Overtime shall be calculated in 20 minute increments.

### 18.5 Layoff to Compensate for Overtime

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

### 18.6 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations that are beyond the Employer's control, without being subject to disciplinary action for so refusing.

### 18.7 Rest Interval

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift.



**18.8 Review of Workload**

- (a) Any employee having concerns about workload shall first approach their immediate supervisor with said concerns.
- (b) If no resolution is reached, the matter shall be referred to the Labour Management Committee for resolution.

**ARTICLE 19 - PAID HOLIDAYS****19.1 Paid Holidays**

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

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

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

- (b) Any of the above holidays which fall within the provisions of Clause 19.2 (Provisions for Year-End Holidays) shall be deemed to have been paid, if taken in accordance with the provisions of Clause 19.2 (Provisions for Year-End Holidays).

**19.2 Provisions for Year-End Holidays**

The Employer will grant paid time off to bargaining unit employees between Christmas Day and New Year's Day, it being understood that the office will be open during that period and staffed by a casual employee.

**19.3 Compensation for Paid Holidays Falling on Scheduled Day Off**

When any of the above-noted paid holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time designated by the employee.

**19.4 Compensation for Work on Paid Holiday**

All work performed on a paid holiday shall be paid in accordance with Clause 18.4 (Overtime Compensation).

**ARTICLE 20 - VACATIONS****20.1 Length of Vacation**

- (a) An employee shall receive an annual vacation with pay effective January 1<sup>st</sup> of each year in accordance with the employee's years of employment as follows:
- First year..... 15 working days
  - Second to fourth year..... 20 working days
  - Fifth to seventh year..... 25 working days
  - Eighth year & after..... 30 working days

Where funds are available a casual will be called to cover the employee's work for the duration of their scheduled vacation.

## **20.2 Banking Vacation Credits**

An employee may carry over up to five days' vacation leave per year to a maximum of 10 days at any one time. An employee shall not receive pay in lieu of vacation time except upon retirement or termination. All vacation time not scheduled or designated for carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

## **20.3 Compensation for Holidays Falling within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the employee.

## **20.4 Vacation Pay**

Vacation pay for each week of vacation shall be at the employee's regular rate of pay.

## **20.5 Vacation Pay on Termination**

Employees dismissed for cause or who resign their job shall be paid their usual unused earned vacation allowance pursuant to Clause 20.1 (Length of Vacation).

## **20.6 Unused Vacation on Death**

Where an employee has unused vacation entitlement, it shall be made payable upon their death to their beneficiary or their estate, whichever applies.

## **20.7 Vacation Schedules**

Employees shall submit requests for vacation no later than February 15<sup>th</sup> of each year. Vacation schedules shall be posted by March 31<sup>st</sup> of each year and shall not be changed without mutual agreement.

## **20.8 Preference in Vacation**

- (a) Vacations shall be granted on the basis of service seniority.
- (b) An employee shall be entitled to receive their vacation in an unbroken period.
- (c) Where an employee chooses to break their vacation entitlement, additional selection(s) shall be made only after all other employees concerned have made their initial selection(s). Such additional selections shall be made in order of seniority.

## **20.9 Reinstatement of Vacation Credits**

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. In the case of sick leave, this clause shall only apply when the period of illness or injury is in excess of two days. A note from a qualified medical practitioner may be required.

**ARTICLE 21 - SICK LEAVE PROVISIONS****21.1 Sick Leave**

- (a) Regular employees shall be paid for absence due to illness or injury up to a maximum of 18 days per calendar year.
- (b) When qualifying for leave under this clause, the Employer may request a note from the employee's Doctor, after five days of absence.

**21.2 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Employer of their return to work in advance of that date.

**21.3 Worker's Compensation Benefits**

- (a) Employees shall receive directly from WorkSafeBC any wage loss benefits to which they may be entitled.
- (b) An employee in receipt of WorkSafeBC benefits will continue to be covered by group life, extended health, dental and medical plans.
- (c) An employee shall be entitled to sick leave while waiting for WorkSafeBC benefits to be approved. An employee shall reimburse the Employer for any sick leave paid to them at such time as WorkSafeBC benefits are received.

**ARTICLE 22 - SPECIAL AND OTHER LEAVE****22.1 Religious Observances**

- (a) Upon request, an employee shall be granted up to two days per calendar year without pay for the observance of spiritual or holy days not already acknowledged in this agreement. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

**22.2 Paid Bereavement Leave**

- (a) In the case of death of immediate family, an employee shall be entitled to special leave, at their regular rate of pay, from the death up to and including the day of the funeral or service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.
- (b) Immediate family is defined as a parent, spouse, parent-in-law, child, sibling, grandchild or any other relative with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, the employee shall be entitled to special leaves of one day for the purpose of attending the funeral or service.

### **22.3 Illness in the Family**

Where no one at home other than the employee can provide for the needs during illness of a parent, spouse, child or other relative with whom the employee permanently resides, an employee shall be entitled after notifying their supervisor, to utilize their sick leave to care for the member of the family who is ill.

### **22.4 Time Off for Elections**

Employees shall be allowed four consecutive hours off with pay before the closing of the polls in any federal, provincial, or municipal election or referendum.

### **22.5 Leave for Court Appearances**

- (a) The Employer shall grant leave without loss of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are made aware that such leave is required.
- (f) A casual may be called in to manage the employee's workload when on leave for court appearances.

### **22.6 Leave of Absence for Full-Time Union or Public Duties**

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their terms of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for one year. Such leave shall be renewed each year, on request, during their term of office.

### **22.7 General Leave**

The Employer may grant leave of absence without pay to any employee requesting such leave. All requests, approvals and denials for leave shall be in writing and shall not be unjustly withheld. When an employee intends to return to work, after general leave, they shall provide the Employer with at least 30 days notice.

## **22.8 Leave for Medical/Dental Appointments**

The Employer will not require medical and dental appointments taking less than two hours to be made up so long as no abusive pattern is apparent. Where an employee schedules appointments taking more than two hours in total for themselves or their children, this can be taken as sick time.

Where possible, the employee should give reasonable notice to their supervisor and should avoid being away during scheduled community events or appointments. An exception to giving notice would be the need to seek urgent medical attention.

## **ARTICLE 23 - MATERNITY, PARENTAL, AND ADOPTION LEAVE**

### **23.1 Protection During Maternity and/or Parental/Adoption Leave**

Employees are eligible for unpaid leave of absence from employment subject to the conditions of this article. Every employee who intends to take a leave of absence under this article shall give at least four weeks notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four weeks notice of such change unless there is a valid reason why such notice cannot be given.

### **23.2 Maternity Leave**

- (a) Maternity leave shall cover a period up to 17 weeks before and/or after the birth, adoption of a child, or termination of pregnancy.
- (b) Maternity leave will be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

### **23.3 Parental/Adoption Leave**

- (a) Parental/adoption leave shall cover a period up to 35 weeks before and/or after the birth or adoption of a child. Combined maternity and parental/adoption leave shall not exceed 52 weeks.
- (b) Where an employee intends to take parental/adoption leave, the employee will inform the Employer at least 60 days before the desired leave of absence, which may be before and/or after the birth or adoption of a child. On request, the employee will supply a report confirming birth or adoption.

### **23.4 Seniority Status During Maternity and/or Parental/Adoption Leave**

While on maternity and/or parental/adoption leave an employee shall retain their full employment status and rights and shall accumulate full seniority under this collective agreement.

### **23.5 Payment of Employee Benefits During Maternity and/or Parental/Adoption Leave**

During the period of maternity and/or parental/adoption leave, an employee shall accumulate all benefits and the Employer shall continue to pay the extended health, medical, dental, disability, group life, pension and other benefits of this agreement.

### **23.6 Procedure upon Return from Maternity and/or Parental/Adoption Leave**

- (a) When an employee decides to return to work, after maternity and/or parental/adoption leave, they shall provide the Employer with at least 30 days notice. On return from maternity leave, the employee shall be placed in their former position. If the former position no longer exists, the employee shall be placed in a position of equal rank and value at the same rate of pay.

- (b) Where an employee chooses to return to work earlier than the date their maternity and/or parental/adoption leave is scheduled to end, the employee shall provide the Employer with a minimum of 60 days notice of their new return to work date.

### **23.7 Extended Childcare Leave**

Upon written notification, no later than 30 days before the expiration of the aggregate leave, an employee shall be given a further unpaid leave of absence not to exceed one year. An employee wishing continued coverage under any applicable group plan, shall pay total premium cost while on extended childcare leave.

## **ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY**

### **24.1 Workplace Safety**

- (a) The Employer and the Union jointly agree to establish proper health and safety practices, in order to provide employees with a safe and healthy work environment. Employees shall have the right to refuse work in conditions or circumstances that they deem not to be safe or healthy.
- (b) The Employer and the Union agree that any issues and/or concerns relating to health and safety in the workplace shall be dealt with by the Labour Management Committee.
- (c) The Committee will review, investigate and make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness.
- (d) Committee members shall suffer no loss of pay as a result of time spent in carrying out their duties under this clause.

### **24.2 Workplace Violence**

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients or the public.
- (b) Where such potential exists:
- (1) employees at these worksites or in those work situations shall receive training in the recognition and management of such incidents; and
  - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) Employees shall be informed by their supervisor of the potential for physical violence or verbal abuse from a client or another member of the public.
- (d) Immediate critical incident stress debriefing and, where appropriate, post traumatic counselling shall be made available for employees who have suffered as a result of work related physical violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

## **ARTICLE 25 - EMPLOYEE BENEFIT PLANS**

### **25.1 Benefit Plans**

For employees and their dependants, the Employer shall pay 50% of BC Medical premiums and 100% of cost associated with other extended health, dental and group life insurance benefits.

## **25.2 Benefits for Part-Time Employees**

- (a) Part-time employees whose regular hours of work are 28 hours or more per week are entitled to the full benefits contained in this Clause 25.1. All other part-time employees are entitled to the benefits contained in Clause 25.1 on a prorated basis, according to the number of regular hours worked by part-time employees in comparison to the number of regular hours worked by full-time employees.
- (b) All other benefits flowing from this collective agreement apply to part-time employees on a prorated basis according to the number of regular hours worked by part-time employees in comparison to the number of regular hours worked by full-time employees.

## **ARTICLE 26 - TECHNOLOGICAL CHANGE**

### **26.1 Definitions**

A technological change shall mean the introduction by the Employer into its work, undertaking or business of a change in plant or equipment which will significantly affect the terms and conditions of employment of a significant number of employees. Technological change shall not include layoffs caused by budget limitations, decreases in the amount of work to be done or other temporary, seasonal or sessional interruptions of work.

### **26.2 Notice**

Not less than two months before the introductions of any technological change, the Employer shall notify the Union of the proposed change.

### **26.3 Collective Bargaining**

Within 14 days of the date of notice under Clause 26.2 (Notice) of this agreement, the Union and the Employer shall commence collective bargaining for the purposes of reaching agreement as to the effects of the technological change and in what way, if any, this agreement should be amended. If agreement cannot be reached between the parties the issues in the dispute will be referred to arbitration.

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 Wages**

- (a) The Employer pays employees on the 15<sup>th</sup> and 30<sup>th</sup> of the month. Pay on the 15<sup>th</sup> is considered an advance. Pay on the 30<sup>th</sup> is balance and includes an itemized statement of wages, overtime and other supplementary pay and deductions for the monthly pay period. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this agreement.
- (b) Overpayment shall be recoverable by the Employer in a manner agreed to between the Employer and the employee.

### **27.2 Rates of Pay**

Employees shall be paid in accordance with Appendix A, attached hereto and forming part of this agreement.

**27.3 Equal Pay for Work of Equal Value**

All employees shall receive equal pay for work of equal value.

**27.4 Automobile Allowance**

(a) Travel rates paid to an employee using their own automobile for the Employer's business shall be reimbursed at 52¢ per kilometer.

(b) As a condition of employment, the Employer shall not require an employee to own an automobile. When transportation is required, the employee may, with the approval of the Employer, elect to use their own automobile at the above travel rate.

**27.5 Meal Allowances**

Employees on the Employer's business and away from their normal worksite shall be entitled to reimbursement for meal expenses as follows:

Breakfast	\$11.75
Lunch	\$13.50
Dinner	\$22.75

**27.6 Professional Fees and Licences**

The Employer shall pay professional and/or licence fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

**ARTICLE 28 - JOB CLASSIFICATIONS, RECLASSIFICATIONS AND PERFORMANCE EVALUATION****28.1 Job Description**

The Employer agrees to provide the Union with copies of all job descriptions within 60 days of the signing of this agreement. These job descriptions shall form part of this collective agreement.

If the Union objects to the content of any of the job descriptions, that dispute is subject to the grievance and arbitration procedures in the collective agreement.

**28.2 Changes in Classification**

It is the nature of the Employer's business that job descriptions change due to the nature of work and/or funding. When the duties of any job are significantly changed or where an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established; the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the changes in classification such dispute shall be submitted to grievance and arbitration for determination. Should a new rate be agreed to, the new rate shall become retroactive to the time the employee assumed the role and responsibilities of the new position.

**28.3 Performance Evaluation**

If the Employer conducts any formal evaluation of an employee's job performance and that formal evaluation may be relied upon by the Employer in the future, the employee will be provided a copy of that evaluation. Furthermore, the employee may request the attendance of a shop steward during any evaluation interview. The employee may grieve any evaluation report up to and including arbitration.



**ARTICLE 29 - GENERAL CONDITIONS AND BENEFITS****29.1 Letter of Reference**

On termination of employment for any reason, the Employer shall provide a letter of reference on request.

**29.2 Present Conditions to Continue**

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

**29.3 Amalgamation, Regionalization and Merger**

In the event the Employer merges or amalgamates with any other body the effect on the bargaining unit employees will be an issue referred to the Labour Relations Board under the successorship provisions of the *Labour Relations Code*.

**ARTICLE 30 - COPIES OF AGREEMENT****30.1 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason the Union shall print, at the Union's cost, sufficient copies of the agreement in booklet form in a union shop within 30 days of signing.

**ARTICLE 31 - TERM OF AGREEMENT****31.1 Duration**

This agreement is binding from April 1, 2015 to March 31, 2016.

**31.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 2, 2016, but in any event not later than midnight, March 31, 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.
- (c) Where a party to this agreement has given notice under Clause 31.2 (Notice to Bargain) (a) or is deemed to have given notice pursuant to Clause 31.2 (Notice to Bargain) (b), the parties shall, within 14 days after the notice was given, commence collective bargaining.
- (d) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Executive Director.

**31.3 Agreement to Continue in Force**

Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

**31.4 Changes in Collective Agreement**

Any changes deemed necessary to this agreement may be made by mutual agreement at any time during the term of this agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Patricia Byrne  
Executive Director

\_\_\_\_\_  
Kathryn McCart  
Bargaining Committee

\_\_\_\_\_  
Linsay Buss  
Staff Representative - Negotiations

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX A  
Wage Rates**

The following wage rates, based on a full-time 35 hour work week, shall apply effective April 1, 2015:

<b>Classification</b>	<b>Annual Salary</b>
Accountant	\$50,737.00
Program Coordinator	\$49,099.47
Assistant	\$39,653.38

**APPENDIX B  
Job Descriptions**

<b>Position:</b>	<b>SOCIETY ACCOUNTANT AND ADMINISTRATOR</b>
<b>Reports to:</b>	<b>Executive Director</b>
<b>Updated:</b>	<b>September 2015</b>
<b>Position Summary:</b>	
This position is responsible for providing accounting services for the Society, from record keeping to preparing financial statements, as well as for supporting office operations and efficiencies.	
<b>Primary Duties and Responsibilities:</b>	
<ul style="list-style-type: none"> <li>• Prepares financial statements for internal and audit purposes, including balance sheet, income statement, and supporting notes.</li> <li>• Posts and reconciles ledger and journal entries, ensures invoices are approved and entered into the accounting system, prints cheques, ensures deposits are made and recorded, and ensures other financial record keeping is completed.</li> <li>• Prepares and administers operating and project budgets, working with the Executive Director and program and project coordinators.</li> <li>• Prepares internal financial forecasts, noting cost overruns, areas of under-spending, and overall anticipated financial position, within an eye to ensuring the Society remains close to financial break-even status.</li> <li>• Assists with the preparation of funding applications and with fulfilling funder reporting requirements.</li> <li>• Manages all aspects of payroll, including tracking staff vacation time and sick leave, maintaining the benefits plan, and preparing T4s.</li> <li>• Liaises with auditor, answering questions and preparing supporting documents and reports required by auditor in conducting the year-end audit.</li> <li>• Prepares year-end financial and administrative reports, including reports relating to WCB, GST, Registered Charity Return, and under the BC <i>Society Act</i>.</li> <li>• Supports office operations and efficiencies, including by purchasing and tracking office supplies and equipment, requesting service on office equipment and facility repairs, and tracking inventory of publications both onsite and at distribution warehouse.</li> <li>• Contributes to a culture of knowledge sharing and teamwork within the organization, such as by contributing to the intranet, participating in staff meetings, and providing backup support to other areas of activity on a periodic basis.</li> <li>• Takes an active role in developing their knowledge and skills.</li> <li>• Performs other duties as may be assigned from time to time in support of the operational efficiency of the organization.</li> </ul>	

<b>Position:</b>	<b>PLEI ASSISTANT, PUBLISHING AND MEDIA</b>
<b>Reports to:</b>	<b>Publishing and Media Coordinator</b>
<b>Updated:</b>	<b>September 2015</b>
<b>Position Summary:</b>	
This position assists in the design, development and delivery of publications and digital resources, maintains and updates the website, and supports the marketing and promotion of the organization's offerings.	
<b>Primary Duties and Responsibilities:</b>	
<ul style="list-style-type: none"> <li>• Assists in the design, development, and delivery of print publications and digital resources, including editing for plain language, liaising with subject matter experts, doing layout and mark-up, incorporating images, and handling production tasks and proofreading.</li> <li>• Maintains and updates the website, including writing, editing, proofing, and monitoring site content, as well as assisting with updating the content management systems and plugins, troubleshooting technical issues, and enhancing the site layout and design.</li> <li>• Assists in the design, development, and delivery of video recordings, webinars, and other educational programs delivered online.</li> <li>• Supports the marketing and promotion of the organization's offerings via developing website posts, email newsletters, posters, annual reports, event-specific presentations, social media posts, and through other means.</li> <li>• Supports the use of plain language and consistent editorial and branding guidelines through the organization's publishing and marketing activities.</li> <li>• Supports the tracking and analysis of usage data and feedback, as well as the monitoring of trends in online delivery of information.</li> <li>• Contributes to a culture of knowledge sharing and teamwork within the organization, such as by contributing to the intranet, participating in staff meetings, collaborating on the Department's documentation, and providing backup support to other areas of activity on a periodic basis.</li> <li>• Takes an active role in developing their knowledge and skills.</li> <li>• Performs other duties as may be assigned from time to time in support of the operational efficiency of the organization.</li> </ul>	

<b>Position:</b>	<b>PLEI ASSISTANT, EDUCATION AND REFERRALS</b>
<b>Reports to:</b>	<b>Education and Referrals Coordinator</b>
<b>Updated:</b>	<b>September 2015</b>
<b>Position Summary:</b>	
This position assists in delivery of public legal education programs and legal information and referral services, as well as in providing a welcoming environment for the public in the front office and the reading room.	
<b>Primary Duties and Responsibilities:</b>	
<ul style="list-style-type: none"> <li>• Assists in delivering public legal education programs, including booking and preparing meeting rooms, participating in marketing and promotion, handling registration, supporting the use of technology, welcoming attendees, and supporting program presenters.</li> <li>• Provides legal information and referrals to the public in person, on the phone, and through technology (for example, by email and via the website), helping to connect people with legal information or services that can assist them.</li> </ul>	

<b>Position:</b>	<b>PLEI ASSISTANT, EDUCATION AND REFERRALS</b>
<b>Reports to:</b>	<b>Education and Referrals Coordinator</b>
<b>Updated:</b>	<b>September 2015</b>
	<ul style="list-style-type: none"> <li>• Provides a welcoming environment for the public in the front office and the reading room, including greeting visitors, handling phone calls, maintaining the inventory of reading materials, and maintaining an organized and clean space.</li> <li>• Assists with back office duties such as ordering supplies, handling mail service, requesting service on office equipment, and providing word processing and database assistance.</li> <li>• Promotes the organization's range of public legal information and education offerings via the website, social media, in person, and other means.</li> <li>• Contributes to a culture of knowledge sharing and teamwork within the organization, such as by contributing to the intranet, participating in staff meetings, collaborating on the Department's documentation, and providing backup support to other areas of activity on a periodic basis.</li> <li>• Takes an active role in developing their knowledge and skills.</li> <li>• Performs other duties as may be assigned from time to time in support of the operational efficiency of the organization.</li> </ul>

<b>Position:</b>	<b>EDUCATION AND REFERRALS COORDINATOR</b>
<b>Reports to:</b>	<b>Executive Director</b>
<b>Updated:</b>	<b>September 2015</b>
	<p><b>Position Summary:</b> This position coordinates and provides public legal education programs and legal information and referral services, and oversees the provision of a welcoming environment for the public in the front office and reading room. This position supervises a PLEI assistant.</p>
	<p><b>Primary Duties and Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Coordinates and provides public legal education programs, including coordinating program design, delivery, partnerships, marketing, registration, and tracking.</li> <li>• Coordinates and provides legal information and referral services to the public in person, on the phone, and through technology (for example, by email and via the website), including staffing, service efficiency and promotion.</li> <li>• Oversees the provision of a welcoming environment for the public in the front office and the reading room.</li> <li>• Manages the Education and Referrals Department budget.</li> <li>• Develops and monitors the Department work plan, and provides regular status reports and Department activity reports.</li> <li>• Supervises a PLEI assistant.</li> <li>• Promotes the organization's range of public legal information and education offerings via outreach events, networking opportunities, the website, social media, and other means.</li> <li>• Provides human resources support for the Executive Director, such as providing union orientation to new staff.</li> <li>• Assists with the development of funding proposals.</li> <li>• Provides support for oversight of office equipment, requesting service when required.</li> <li>• Contributes to a culture of knowledge sharing and teamwork within the organization, such as by contributing to the intranet, participating in staff meetings, collaborating on the Department's documentation, and providing backup support to other areas of activity on a periodic basis.</li> </ul>

<b>Position:</b>	<b>EDUCATION AND REFERRALS COORDINATOR</b>
<b>Reports to:</b>	<b>Executive Director</b>
<b>Updated:</b>	<b>September 2015</b>
	<ul style="list-style-type: none"><li>• Takes an active role in developing their knowledge and skills.</li><li>• Performs other duties as may be assigned from time to time in support of the operational efficiency of the organization.</li></ul>

#### **MEMORANDUM OF AGREEMENT**

It is agreed under Clause 4.1, Bargaining Unit Defined, that Rob McAninch, Justice Theatre Program Coordinator, will continue to be exempt from the bargaining unit, as a contractor to People's Law School.

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