

**COLLECTIVE AGREEMENT**

**between the**

**WESTVIEW AGENCIES LTD.**

**and the**

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

**Effective from November 22, 2018 to March 31, 2021**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain a harmonious relationship between the Employer and the employees and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote the mutual interest of the Employer and its employees.
- (b) The parties hereto recognize that they are jointly engaged in providing a valuable service to the clients and that there is an obligation on each party for the continuous and efficient performance of such service within the terms and conditions of this agreement and for its duration.

### 1.2 Future Legislation

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

### 1.3 Conflict with Regulations

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

### 1.4 Human Rights

The Employer agrees that under this collective agreement there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, gender identity or expression, family relationship, place of residence, physical handicap, nor by reason of membership or activity in the Union except where such discrimination is based upon a bona fide occupational requirement.

### 1.5 Discrimination and Harassment

The parties hereto subscribe to the principles of the *Human Rights Act* of British Columbia. Neither the Union nor the Employer in carrying out their obligations under this agreement shall discriminate on the grounds of race, colour, age, creed, sex, religion, marital status, gender identity or expression, or national origin.

The parties recognize the right of the employees to work in an environment free from harassment. The Employer, in cooperation with the Union, will promote a work environment that is free from harassment where all employees are treated with respect and dignity.

#### (a) *Sexual Harassment*

- (1) Sexual harassment is one form of discrimination and is defined as any unwanted sexual attention, sexual solicitation, or other sexually oriented remarks or behaviour made by a person or a group who knows or ought reasonably to know that such attention or solicitation is unwanted. Examples of sexual harassment include, but are not limited to:

- (i) When submission to sexual activity becomes either explicitly or implicitly a term or condition of employment or in return for being hired or receiving promotions or other employment benefits;
  - (ii) When submission to or rejection of such conduct is used as a basis for employment;
  - (iii) When such conduct has the purpose or effect of interfering with an individual's employment;
  - (iv) When such conduct creates an intimidating, hostile or offensive working environment for employees;
- (2) Sexual harassment may occur between people, both individually and in groups, of the same or different status within the workplace, and both women and men may be the subject of sexual harassment by members of either sex. Thus, sexual harassment may occur in a variety of ways; for example, sexual harassment of any employee by an employee. Behaviour not directed toward soliciting sexual activity may also be considered sexual harassment. Such behaviours include but are not limited to:
- (i) inappropriate sexually suggestive language, innuendoes, jokes, body language, leering, unwanted touching;
  - (ii) persistent unwanted questions or comments of a sexual nature;
  - (iii) inappropriate display of sexual pictures or materials;
  - (iv) physical threat, physical assault, and physical intimidation, including unwanted touching.
- (3) While sexual harassment may occur around the study of topics of a sexual nature within itself is not considered harassment.
- (4) Employee allegedly being harassed may register their complaint in writing, in accordance with the Principles and Procedures for the Reporting, Investigation and Resolution of Sexual Harassment complaints.
- (5) Should the employee who filed the complaint not be satisfied with the results of the Employer's investigation, the employee may file a grievance at Step 2 of the grievance procedure under Article 8.3.
- (6) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.
- (b) *Personal Harassment*
- (1) Personal Harassment is defined as offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment. Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.

- (2) Examples of personal harassment include, but are not limited to:
- (i) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting pinching and punching;
  - (ii) 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;
  - (iii) Implied or expressed threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
  - (iv) Display or distribution of pictures, posters, calendars objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.
- (3) Employees may process complaints about personal harassment through the grievance procedure according to Article 8, subject to the following changes:
- (i) Where a person who is the subject of a grievance under this article is the employer representative at any step of the grievance procedure, then the Union may bypass that step of the procedure;
  - (ii) Union representatives in the course of investigating a complaint of personal harassment and the employer representatives in the course of investigating a grievance of personal harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance.
  - (iii) An arbitrator in the determination of a grievance of personal harassment may take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties.
  - (iv) If, as a result of a grievance, it is determined necessary to separate the work locations of the grievor and the person who is the subject of a grievance, it is agreed that the grievor will not be moved against his/her wishes.
- (4) Employees involved in the handling of a complaint shall hold in the strictest of confidence all information of which they become aware, however, it is recognized that various officials of the Union and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.
- (c) Nothing in this article is intended to preclude any employees from following any alternative complaint procedure under the collective agreement or the *BC Human Rights Code* or from initiating any other proceedings in law.

## 1.6 Employment Standards Act

All provisions of the *Employment Standards Act* shall apply to this collective agreement.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agency for all employees to whom the certification, issued by the appropriate legislative authority, applies.

### 2.2 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees at Westview Agencies Ltd., 109-4871 Joyce Avenue, Powell River, BC V8A 5P4.
- (b) The Employer agrees that all bargaining unit positions in new branches or offices shall be filled in accordance with Article 11, Job Postings, and, further, that the terms and conditions of this agreement will apply to any new branch or office for a period of ninety (90) days.

### 2.3 Excluded Positions

- (a) The parties agree that any position excluded pursuant to the *Labour Relations Code* is excluded from the bargaining unit.
- (b) Notification of any new excluded position will be forwarded to the shop stewards and the local union area office prior to posting.

### 2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representative which may conflict with the terms of this agreement.

### 2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### 2.6 Recognition and Rights of Stewards and Safety Representatives

- (a) The Employer recognizes the Union's right to select two (2) stewards at each worksite to represent employees.
- (b) The Employer and the Union shall each appoint safety representatives. The number of union safety representatives appointed will be equal to the number of work addresses covered by the certification.
- (c) It is agreed that each party to this collective agreement shall keep the other party informed of its representatives.
- (d) Stewards and safety representatives may investigate and process grievances and may investigate and process safety issues during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before leaving their immediate work area. Such permission will not be unreasonably withheld.

## 2.7 Bulletin Boards

Bulletin boards will be made available to the Union on the Employer's premises for the purpose of posting notices pertaining to general union activities. Notices have to receive approval of the steward and will not be of a derogatory nature to the Employer. The bulletin board will be located in a place out of public view.

## 2.8 Union Insignia and Union Shop Card

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) union shop card for each of the Employer's places of operation covered by this agreement to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

## 2.9 Right to Refuse to Cross Picket Lines

(a) It shall not be a violation of this agreement nor cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

(b) On the appearance of any legal picket line, employees shall be entitled to leave the office at their lunch break, or on completion of their normal shift. Time shall be provided for each employee to secure and account for all monies and documents that are normally secured at the end of each day before leaving the office.

(c) Where an employee has started his/her shift, but has left the office, and on return finds a legal picket line, the employee(s) will enter the office only to complete the security procedure set out in paragraph (b) above, and then leave the office.

## 2.10 Time Off for Union Business

*Without Pay* - Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or other labour relations hearings.
- (5) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union.

To facilitate the administration of this section when leave without pay is granted, the leave shall be given the basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### ARTICLE 3 - UNION SECURITY

#### 3.1 Union Shop

The Employer agrees that all employees covered under this collective agreement, who were members of the Union on May 5, 2016, or thereafter became members, and all employees hired on or after May 5, 2016 shall as a condition of employment, within thirty (30) days of the date of employment, become and remain members of the Union.

#### 3.2 No Bargaining Unit Work

No employee who is not a member of the bargaining unit and the Union shall, except in cases of emergency, carry out duties which will displace, replace or lay off a bargaining unit member.

### ARTICLE 4 - CHECK-OFF OF UNION DUES

#### 4.1

The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit the amount of the regular monthly dues payable to the Union by a member of the Union.

#### 4.2

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.

#### 4.3

Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deductions. The information will be provided electronically. The Employer shall also provide a list of names of those employees from whose earnings such deductions have been made together with:

- (a) the amounts deducted from each employee;
- (b) the employee's Social Insurance Number;
- (c) current home address and home phone number;
- (d) classification and rate of pay;
- (e) number of hours worked during the period covered.

#### 4.4

Before the Employer is obliged to deduct any amount under 4.1 of this article, the Union must advise the Employer in writing of the amount of its regular monthly 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. Upon receipt of such notice, such changed amount shall be the amount deducted.

#### 4.5

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.

**4.6**

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.

**4.7**

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

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT 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 articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward and health and safety representative. The employee's immediate supervisor will introduce him/her to his/her steward who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's obligations to the Employer and the Union.

**ARTICLE 6 - MANAGEMENT RIGHTS****6.1**

The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfil its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives.

**6.2**

Management retains all management rights that were hitherto exercised, and shall be exercised in future, with the exception of those management rights that are limited by this collective agreement.

**6.3**

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the *Business Corporations Act*, Section 136, Subsection 1, which provides:

*"The directors of a company must, subject to this Act, the regulations and the memorandum and articles of the company, manage or supervise the management of the business and affairs of the company."*

**6.4**

Actual direction of the office staff will be under the authority delegated by the Board of Directors to the Manager who, in turn, may delegate any portion of these duties and authority to others in a supervisory capacity.



## 6.5

This article shall not be used in a discriminatory manner against any employee and the exercise of any rights under this article shall not be inconsistent with or contrary to any of the terms or provisions of this agreement.

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 7.2 Union Bargaining Committees

The Employer will provide leaves for two (2) representatives of the bargaining unit to negotiate the collective agreement with the Employer together with the President of the Union or his/her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### 7.3 Joint Standing Committee

- (a) Each party to this agreement shall appoint a standing committee which shall meet at the call of either party, not less than quarterly, unless mutually agreed.
- (b) The Union's Committee shall be composed of not more than four (4) union members appointed by the Union. The Union or Employer Committee may rely on additional assistance when required.
- (c) The Employer's Committee shall be composed of not more than four (4) appointees appointed by the Employer.
- (d) Each party shall notify the other by letter of the names of their committee members and any changes which may take place from time to time.
- (e) The purpose of the Standing Committees shall be to meet together at the request of either committee to discuss matters related to the administration of the collective agreement and to attempt to resolve any problems that may arise or can be foreseen. The Committee will not have jurisdiction over wages or any other matter of collective bargaining.
- (f) The Committee will have the power to make recommendations to the Union and the Employer on the following general matters:
  - (1) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties.
  - (2) Correcting conditions causing grievances and misunderstandings.
- (g) The Standing Committee will not make any decisions that will alter or amend the collective agreement.

**ARTICLE 8 - GRIEVANCES****8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or arbitral awards, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

**8.2 Step 1**

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

**8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Article 8.4 must do so no later than twenty-one (21) calendar days after the date:

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

**8.4 Step 2**

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

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

- (a) Within fifteen (15) calendar days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the union staff 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 fifteen (15) calendar days of receiving the grievance at Step 2.

(c) The reply at this step shall include a separate report of the Step 2 meeting and results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

(d) The President of the Union, his/her designate, or the Employer, may present a grievance at Step 2.

#### **8.6 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) fifteen (15) calendar days after the Employer's decision has been received; or
- (b) fifteen (15) calendar days after the Employer's decision was due, whichever occurs first.

#### **8.7 Dismissal or Suspension Grievance**

(a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within fifteen (15) calendar days of the date on which the dismissal occurred, or within fifteen (15) days of the employee receiving notice of dismissal. The parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within ten (10) calendar days of the date on which the suspension occurred, or within ten (10) calendar days of the employee receiving notice of suspension.

#### **8.8 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, whether 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 endeavour to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

#### **8.9 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 in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### **8.10 Amending Time Limits**

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

### 8.11 Investigator

- (a) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable during the terms of the collective agreement, an investigator agreed to by the parties, shall at the request of either party:
- (1) investigate the difference;
  - (2) define the issue in the difference; and
  - (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.
- (b) In the event the parties cannot agree or agree to an arbitrator not available within ninety (90) days, then either party may request a single arbitrator be appointed pursuant to the *Labour Relations Code*.
- (c) Each party shall pay one-half (½) of the fees and expenses of the investigator.

## ARTICLE 9 - ARBITRATION

### 9.1 Notice of Intent to Arbitrate

Where a difference arising between the parties relating to the interpretation, application or administration of this agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure, notify the other party within fifteen (15) calendar days of the receipt or due date of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

### 9.2 Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to an arbitrator agreed to by the parties within ninety (90) days. In the event that the parties cannot agree to an arbitrator, then either party may request a single arbitrator to be appointed pursuant to the *Labour Relations Code*.

### 9.3 Single Arbitrator Procedure

The Arbitrator may determine his/her own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

### 9.4 Decision of Arbitrator

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

### **9.5 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, which he/she will make every effort to do within seven (7) days of receipt of such application.

### **9.6 Expenses of Arbitrator**

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

### **9.7 Amending Time Limits**

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

## **ARTICLE 10 - DISCIPLINE, DISCHARGE, SUSPENSION**

### **10.1 Burden of Proof and Notice**

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

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.
- (b) All dismissals and suspensions will be subject to the formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be delivered to the local union area office and the local shop steward within twenty-four (24) hours of the action being taken.
- (c) The discharge of a probationary employee shall be based on suitability.

### **10.2 Discipline Grievance**

All dismissals, suspensions and discipline will be subject to formal grievance procedure under Article 8. A copy of the written notice of discipline shall be delivered to the local union area office and the local shop steward within five (5) days of the action being taken.

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

Disciplinary action grievable by the employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. 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. Any such document shall be removed from the employee's personnel file after the expiration of eighteen (18) months from the date it was issued provided there has not been any further infraction.

### **10.4 Personnel File**

- (a) Employee appraisals and reports are subject to the grievance procedure should an employee dispute any such entry on his/her file.

(b) An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s). The Employer will provide copies of the file entries as requested.

(c) Information in personnel files will be kept confidential and access will be given only to those personnel who require the information in the course of their duties.

#### **10.5 Right to Have Steward Present**

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, or impose discipline, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward. This clause shall not apply to those decisions that are of an operational nature and do not involve disciplinary action.

(b) An employee has the right to select the steward he/she wishes to provide union representation provided that this does not result in an undue delay.

#### **10.6 Right of Steward to Have Staff Representative Present**

A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Definition of Employee**

Every employee will be defined as either a full-time employee or a part-time employee:

(a) Full-time employees shall be defined as employees scheduled to work thirty-five (35) hours per week on a continuous full-time basis.

(b) Part-time employees shall be defined as employees scheduled to work a minimum of fourteen (14) hours and less than thirty-five (35) hours per week on a continuous part-time basis. All part-time employees receive the benefits identified in Article 19.1(b).

(c) Job Share Parameters are outlined as per Appendix D.

#### **11.2 Seniority Entitlement Defined**

Seniority shall mean the length of continuous service with the Employer since the last date of hire including the probationary period.

#### **11.3 Eligibility for Seniority Entitlement**

(a) Employees shall earn but not be credited with seniority during the initial probationary period of ninety (90) calendar days. The Employer shall meet with the probationary employee every thirty (30) days to review job performance.

Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this agreement apply.

(b) In exceptional circumstances by mutual written agreement, the probationary period may be extended.

#### **11.4 Seniority Lists**

(a) By January 31<sup>st</sup> of each year, seniority lists as of December 31<sup>st</sup> of the previous year shall be posted and a copy sent to the union area office upon request. There shall be one (1) list of full-time employees and a second (2<sup>nd</sup>) list for part-time employees. The seniority list shall contain the following information:

- (1) employee's name;
- (2) date of seniority.

(b) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.

#### **11.5 Seniority Lost**

Seniority will be lost when an employee:

- (a) receives severance pay in accordance with this agreement;
- (b) voluntarily terminates his/her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff for more than twelve (12) consecutive months (pursuant to Article 13.4[d]);
- (e) he/she does not return to work on the date specified following an approved leave other than medical leave;
- (f) he/she is promoted to an excluded position.

#### **11.6 Accrual of Seniority**

Seniority will be accrued based on days worked which shall include:

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury;
- (c) leaves of absence up to a period of sixty (60) days;
- (d) leave in accordance with Article 18.4 and 18.6;
- (e) an employee on the recall list in accordance with Article 13.4;
- (f) union business;
- (g) sick leave.

### **ARTICLE 12 - JOB POSTING**

#### **12.1 Notice of Job Vacancies**

(a) Notice of job vacancies shall be posted on a bulletin board at each location on the Employer's premises for at least five (5) working days. The notice shall indicate job title, classification, location,



qualifications, group and salary rate or range, work schedule (subject to change) and a brief outline of the duties involved. A copy of the notice shall be sent to the office steward.

(b) The employer will keep records of the use of the "*subject to change*" provision of paragraph (a). The use of this provision will be a standing agenda topic for the Joint Standing Committee.

(c) For part-time positions, the posting will include the number of weekly hours.

(d) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

(e) An employee who will be absent for more than five (5) calendar days will be permitted to file a letter of interest with the Human Resources Manager should a vacancy occur while he/she is absent. Such letter of interest will be valid for the duration of the absence.

### **12.2 Filling of Job Vacancies**

(a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications.

(b) All bids on posted job vacancies shall be in writing or on a form provided by the Employer.

### **12.3 Seniority Applied to Job Vacancies**

Selections for job vacancies shall be made on the basis of ability to do the job and seniority in that order. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected. Where the senior applicant is not selected, he/she shall upon request be given written reason for the decision.

### **12.4 Trial Period on Change of Classification**

(a) When moving to a different job classification, an employee shall be allowed a trial period of up to ninety (90) calendar days. The Employer shall meet with the employee every thirty (30) days to review job performance. Should the employee be considered unsuitable during the trial period, he/she shall be returned to their former position or one (1) of equal rank and location. Salary shall be at the step he/she would have received by service had he/she not changed classification.

(b) In exceptional circumstances by mutual written agreement, the trial period may be extended.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **Layoff Defined**

The parties recognize that workforce adjustment may be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the Employer, reorganization, program termination or closure which impacts a number of employees. Layoff is defined as the elimination of a position or a reduction in the number of hours worked by an employee.

### **13.1 Pre-Layoff Canvas**

(a) Before the layoff of any employee, the Employer will identify classification(s) to be reduced, the number of FTEs to be reduced and the location of the positions affected. The Employer will then canvas employees in the classification and location to determine whether any employees choose to accept voluntary layoff.



(b) Where one or more employee in the classification and location chooses to accept voluntary layoff, the Employer will offer voluntary layoff to employees in order of their seniority. The Employer will not be required to offer voluntary layoff that would exceed the number of FTEs to be reduced.

(c) An employee who agrees to voluntary layoff will receive the severance pay benefit calculated in accordance with Clause 13.4(c). The involuntary laid off employee is identified in accordance to Article 13.2(a) and his/her severance pay benefit is determined in accordance to Article 13.4(c).

### **13.2 Notice of Layoff**

(a) Where involuntary layoff is required, employees will be laid off in reverse order of seniority, by classification, within a geographic area. For the purpose of this article, a geographic area will include all employer work locations within 50 kilometres land travel of the employee's position.

(b) An employee will be provided with two (2) weeks' notice of layoff or notice as provided for in the *Employment Standards Act* for an employee with the equivalent period of employment, whichever is greater.

(c) Where the Employer provides pay in lieu of notice, the employee will remain an employee for the period of notice and will remain eligible to receive the benefits and prerequisites of the collective agreement.

### **13.3 Displacement**

(a) An employee who has received notice of layoff will be permitted to displace an employee with less seniority in the same or lower paid classification in any location provided only that the senior employee has the minimum qualifications previously established for the position and would not result in an increase in basic annual wages for the employee.

(b) In order to facilitate the application of displacement, the Employer will provide the senior employee with a list of all positions into which the employee is eligible to displace, with the classification, number of hours, wage rate and location at the time the notice of layoff is provided.

(c) An employee who wishes to exercise displacement option is required to advise the Employer of the intention to displace and the position selected no later than one week prior to the effective date of cessation of employment identified in Article 13.2(b).

(d) An employee who chooses to displace will not be eligible for incidental travel expenses.

### **13.4 Recall or Severance Pay**

(a) An employee who has passed his/her probationary period and is laid off may choose to remain an employee on layoff and will be eligible to be recalled to work in their classification, in order of service seniority, for a period of twelve (12) months from the effective date of layoff.

(b) An employee eligible for recall in accordance with (a) will remain eligible for the benefits in Article 19.1 with the exception of Weekly Indemnity and Long-Term Disability. The Employer and employee will share the cost of these benefits as provided for in Article 19. In the event of recall to a regular position, the employee will not serve a waiting period for the restoration of Weekly Indemnity or Long-Term Disability coverage.

(c) An employee who is laid off may choose to receive severance pay in lieu of the right to recall. Severance pay shall be paid to employees with one (1) or more years of service. The amount of severance pay shall be two (2) weeks at the employee's current regular salary for each year of service to a maximum of forty (40) weeks' pay.

(d) An employee who receives severance pay ceases employment, loses all seniority in accordance with Article 11.5 and has no right of recall.

### 13.5 Temporary Recall

(a) An employee who has been laid off and wishes to be recalled to work of a temporary nature must provide the Employer with a current phone number and address for the purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights until such information is provided. Employees being recalled for work will be called between the hours of 8:30 a.m. and 10:30 a.m.

(b) Employees shall be offered recall in order of seniority provided only that the employee has the minimum qualifications previously established for the position.

### 13.6 Regular Recall

(a) Notice of recall to an employee on the recall list to a regular position in the employee's classification shall be sent by Canada Post Priority Courier to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond without reasonable cause to the notice within three (3) working days of receiving it. A copy of the recall notice shall be given to the union steward at the time it is mailed to the employee.

(b) Employees shall be offered recall to a regular position in order of seniority provided only that the employee has the minimum qualifications previously established for the position and the recall would not result in an increase in hours for the employee.

(c) An employee bypassed under the foregoing condition shall be kept on the recall list for his/her remaining recall period.

## ARTICLE 14 - HOURS OF WORK AND OVERTIME

### 14.1 Shifts

(a) Standard day shift shall be between the hours of 6:00 a.m. and 9:00 p.m. The standard workweek shall be no more than thirty-five (35) hours.

Where management has determined that an adjustment in public hours is required, it will provide no less than one hundred and twenty (120) days' notice to the employees and the Union.

(b) Union and Management agree there may be opportunities to work flexible work schedules. Such schedules would be by mutual consent.

(c) In the event it becomes necessary to change the hours and/or days of operation, the Employer agrees that the work schedule will be discussed with the Joint Standing Committee. The Joint Standing Committee will make a recommendation for final approval by the Union and the Employer. It will not be the intent of the Employer to work employees six (6) consecutive days. The Employer agrees with the principle of two (2) consecutive days off. Part-time employees may, upon mutual agreement, work a sixth (6<sup>th</sup>) day.

### 14.2 Meal Period

(a) A one (1) hour unpaid meal period will be provided to employees working in excess of six (6) hours and taken within the three (3) hours in the middle of the regular working day. Precise time to be arranged between the Employer and the employee.

(b) With the approval of the Employer and an employee, the meal period may be reduced to one-half (½) hour with the balance to be credited as earned time off at straight-time rates.

#### 14.3 Rest Period

Two (2) rest periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay.

Employees shall be entitled to rest periods as follows:

- (a) two (2) to four (4) hours worked ..... one (1) fifteen (15) minute rest period;
- (b) more than four (4) hours worked ..... two (2) fifteen (15) minute rest periods;

#### 14.4 Change of Work Schedule

(a) Two (2) employees in the same classification at the same worksite, and working the same number of hours per week may exchange their ongoing schedules by providing the Employer with thirty (30) days' written notice, subject to operational requirements.

(b) When a position is posted in accordance with Article 12.1, employees at the worksite working the same numbers of hours as the position will be given the opportunity to choose the work schedule prior to the closing of the posting. Where more than one (1) employee chooses the work schedule, it will be given to the employee with the greater seniority.

#### 14.5 Additional Hours

(a) Additional hours up to the allowable straight-time maximum will be offered to part-time employees in the classification by seniority. Employees must provide the Employer with a method of direct voice communication for this purpose.

(b) Where senior part-time employees decline the additional hours, the Employer has the right to schedule said hours to the most junior part-time employee whom the Employer contacts.

(c) Paragraph (b) does not apply in the following circumstances:

- (1) The employee is unable to report to work per Article 19;
- (2) The employee is scheduled to be on vacation or any approved leave;
- (3) The employee has obligations to employment with another employer;
- (4) The employee is more than fifty (50) kilometres from the workplace when contacted;
- (5) The Employer provides less than twelve (12) hours' notice of the shift; or
- (6) The employee would incur extraordinary expenses for reporting to work. "Extraordinary expenses" include, but are not limited to, expenses for care for a dependent family member(s) and travel costs.

(d) Paragraph (6) does not apply if the Employer reimburses the employee for receipted extraordinary expenses.

(e) Where the most junior part-time employee whom the Employer has contacted declines the additional hours in accordance with paragraph (c) of this article, the Employer will assign the additional hours to the next junior part-time employee subject to paragraph (c).

- (f) After all attempts to assign additional hours have been exhausted, Article 3.2 of this agreement shall apply.

## ARTICLE 15 - OVERTIME

### 15.1 Definitions

- (a) "Overtime" means:
- (1) work performed by an employee in excess of fifteen (15) minutes over agreed upon standard day shift.
  - (2) work performed by an employee in excess of thirty-five (35) hours per week.
- (b) "Straight-time rate" - means the hourly rate of remuneration.
- (c) "Time and one-half" - means one and one-half (1½) times the straight-time rate.
- (d) "Double-time" - means twice the straight-time rate.

### 15.2 Overtime Premiums

- (a) Time worked in excess of fifteen (15) minutes of the standard day shift shall be paid for at time and one-half (1½x) the employee's straight-time hourly rate for the first two (2) hours and two times (2x) the straight-time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid for at time and one-half (1½x) the employee's straight-time hourly rate for the first two (2) hours and two times (2x) the straight-time hourly rate thereafter.
- (c) Time worked on a Sunday shall be paid for at two times (2x) the employee's straight-time hourly rate.
- (d) Time worked on a holiday provided for in Article 16, or a day in lieu of such holiday shall be paid for at two times (2x) the employee's straight-time hourly rate plus one (1) day's regular pay.
- (e) If it becomes necessary to open on Sundays, a mutually agreeable "*letter of understanding*" will be discussed by the Joint Standing Committee to address the applicable rate of pay. The Joint Standing Committee will make a recommendation for final approval by the Union and the Employer.

### 15.3 Overtime Authorization

- (a) Overtime work must be authorized by a person designated by the Employer.
- (b) All employees have the right to refuse overtime, except when required to do so in an emergency situation. In case of emergency, employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work.

### 15.4 Callout

- (a) An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation, shall be paid at the applicable overtime premium specified in this section for a minimum of four (4) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.

(b) Callout will be offered to qualified employees in order of seniority by classification by worksite. An employee may decline callout. Where senior employee(s) decline the callout, the Employer may require the most junior employee(s) to perform the necessary work.

### 15.5 Overtime Meal Allowance

An employee who works overtime beyond a regular shift shall be entitled to a suitable hot meal and one (1) hour paid meal period in which to eat the meal at his/her straight-time hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

### 15.6 Overtime Payment

Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. Such accumulated time off must be scheduled prior to the end of each calendar year or it will be paid out.

## ARTICLE 16 - DESIGNATED HOLIDAYS

### 16.1 Designated Holidays Identified

(a) Full-time employees shall be paid as if they had worked their regularly scheduled hours for the designated holiday. Designated holiday pay for part-time employees shall be based on average earnings of the previous thirty (30) days worked.

(b) The Employer agrees to provide all employees with the following designated holidays without loss of pay:

New Years 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 that may be stated a legal holiday by the provincial, civic and/or federal government. Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or days off with pay, to be taken adjacent to the employee's normal day(s) off, or at a time mutually agreed between the employee and the Employer.

(c) The day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Employer.

(d) Floating holidays shall be defined as equivalent of seven (7) hours.

(e) In addition to the designated holidays set out in Section 16.1 above, each year all employees shall be granted two (2) additional floating holidays, to be taken as arranged between the employee and the Employer. Part-time employees floating holidays shall be prorated and scheduled the same as full-time employees.

**16.2 Designated Holiday While on Vacation**

In the event any of the holidays in Section 16.1 occur during the period of an employee's vacation, an additional full day's vacation with pay shall be allowed for each holiday so occurring.

**16.3 Eligibility for Holiday Pay**

To qualify for compensation under Section 16.1 the employee, prior to the actual holiday, must:

- (a) have completed thirty (30) calendar days service with the Employer;
- (b) have worked the last scheduled working day before and the first scheduled working day following the holiday unless the absence is excused by the Employer;
- (c) be on the active payroll and not on leave of absence, disability leave, or any other leave, suspension of employment, or layoff the day on which the holiday is observed;
- (d) not have agreed to work on the holiday or without satisfactory cause have failed to report for and perform the work.

**16.4 Premium for Work on Designated Holiday**

Employees who are required to work on a day on which they are entitled to a holiday with pay, in accordance with Section 16.3 above, shall:

- (a) be paid, in addition to the regular rate of pay for that date, a rate of one and one-half times (1½x) the regular rate of pay for the time worked on that day; or
- (b) be given a holiday with pay at some other time agreed upon between each employee and the employee's department supervisor, in addition to a rate of one and one-half times (1½x) the regular rate of pay for the time worked on that date.

**ARTICLE 17 - ANNUAL VACATION**

**17.1 Annual Vacation Entitlement**

- (a) All employees shall be entitled to a vacation during the year in which it is earned in accordance with the schedule set out following.

Definitions:

*"Vacation Year"* - For the purposes of this article a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

*"First Vacation Year"* - The first (1<sup>st</sup>) vacation year is the calendar year in which the employee's first anniversary falls.

- (b) Annual vacation entitlement shall be set out as follows:

(1)	Year of hire .....	10 days prorated
(2)	1 <sup>st</sup> to 4 <sup>th</sup> vacation year .....	15 days
(3)	5 <sup>th</sup> to 9 <sup>th</sup> vacation year .....	20 days
(4)	10 <sup>th</sup> to 15 <sup>th</sup> vacation year .....	25 days
(5)	Commencing after 16 <sup>th</sup> year .....	30 days

(c) An employee will accrue their vacation entitlement by the following formula: number of vacation days entitlement divided by twenty-six (26) per pay period. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination, whichever comes first. A part-time employee will earn vacation on a prorated basis.

### 17.2 Supplementary Vacation

(a) An employee shall, in addition to the regular vacation to which the employee is entitled, become eligible to receive a supplementary vacation with pay each five (5) years as set forth below.

Days of Supplementary Vacation	Vacation Year
5 days	20 <sup>th</sup>
10 days	25 <sup>th</sup>
5 days	30 <sup>th</sup>

(b) In each subsequent fifth (5<sup>th</sup>) vacation year, an employee will receive an additional five (5) days for that year.

(c) Supplementary vacation entitlement is prorated for part-time employees.

### 17.3 Payout of Vacation

(a) No employee shall take pay in lieu of taking the vacation entitlement time off.

(b) Upon termination of employment or death the Employer will pay to the employee any vacation time earned but not taken.

### 17.4 Vacation Scheduling

Senior employees shall be given preference in the selection of vacation periods on a branch by branch basis. Employees who wish to take their vacation in two (2) periods or more instead of one (1) unbroken period may do so subject to the following:

(a) Employees shall select their vacation periods in order of seniority and classification by location as defined in this agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in two (2) separate periods or more shall select the second (2<sup>nd</sup>) and subsequent period in order of seniority;

(b) The Employer will post a vacation schedule by November 1<sup>st</sup> of each year, and the employees shall select their vacation periods by December 15<sup>th</sup>. All vacations so selected by this time shall be confirmed by January 15<sup>th</sup>. This clause shall not be so construed to imply that vacation not selected by December 15<sup>th</sup> is to be disallowed.

(c) Vacation must be booked and taken off in blocks of one (1) week or more. Each employee shall have the option to book five (5) days of their vacation in blocks of less than one (1) week subject to operational considerations.

(d) At least one (1) employee in each department may select vacation for any time, however all vacation bookings are subject to operational requirements.



### 17.5 Vacation Carryover

Employees shall be permitted to bank five (5) vacation days and take them in the following year. Employees making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacation.

## ARTICLE 18 - SPECIAL AND OTHER LEAVE

### 18.1 Bereavement Leave

(a) In the case of a death in the immediate family of an employee, the employee shall be granted a bereavement leave with pay for four (4) consecutive working days. In the case of a regular part-time employee, pay shall only be granted for day(s) falling within the four (4) consecutive days of leave of absence such employee would otherwise have worked. Employees may be granted up to two (2) additional days leave with pay if travel away from Powell River is required to attend the funeral. Immediate family is defined as the employee's spouse, including a common-law spouse, mother, father, child, foster child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparents, grandparents, spouse's grandparents, stepchildren and grandchildren. Leave of absence will not be charged against paid sick leave or annual vacation.

(b) *Common-law spouse includes same gender couples.*

(c) Under special circumstances where leave from work is required, an employee is entitled to leave for one (1) day at his/her regular rate of pay to attend a funeral as pallbearer or attend as a mourner. This leave shall not be unreasonably withheld.

### 18.2 Jury Duty/Court Appearances

(a) Full-time regular employees and regular part-time employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic workday. Any time worked in the office in excess of the combined total of the standard day shift shall be considered overtime and paid as such.

(b) *Leave for Court Appearances:* The Employer shall grant paid leave to employees other than employees on leave without pay who serve as witnesses in a court action provided such court action is not occasioned by an employee's private affairs. Such leave shall not exceed two (2) days per year. Upon request, a copy of the subpoena shall be supplied to the Employer.

### 18.3 General Leave

(a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay for up to ninety (90) days, or such longer time as is provided in the Employer's policy. Requests should be submitted in writing to the Branch/Department Manager at least thirty (30) days prior to the intended start date. Approval will not be withheld unjustly.

(b) Upon returning from leave, the employee will be placed in his/her former or equivalent position.



#### **18.4 Maternity/Parental Leave**

- (a) Leave of absence without pay in cases of maternity/parental leave shall be granted in accordance with the "*Employment Standards Act*", or any improvement of the *Act*. Such leave shall not affect sick leave entitlement or seniority. All maternity leave of absence requests shall be in writing, and shall show the last day to be worked and the expected date of return to work. Employees expecting to return to work must give six (6) weeks' notice of the intended date of return. A maternity/parental leave may be extended up to twenty-four (24) weeks with six (6) weeks' notice to the Employer.
- (b) The period of maternity leave may commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

#### **18.5 Benefit Waiting Period Allowance**

An employee who qualifies for and takes leave pursuant to 18.4 and is required by Employment Insurance to serve a one (1) week waiting period for Employment Insurance Maternity/Parental benefits.

#### **18.6 Pre-Placement Adoption Leave**

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to three (3) weeks per calendar year with an allowance of eighty-five percent (85%) of their basic pay during the leave period. The leave may be taken intermittently and only for the purpose of:

- (a) Attending mandatory pre-placement visits with the prospective adoptive child;
- (b) To complete the legal process required by the child's or children's country, including travel, for an international adoption while the employee is in the country. Leave under this provision will end with the placement of the adoptive child(ren). Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:
- (1) Adoptions by a family member;
  - (2) Adoptions by the partner of a birth parent; and
  - (3) Adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

#### **18.7 Benefits Continuation**

- (a) For the leaves taken pursuant to Clauses 18.4 and 18.6, the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 18.8, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

#### **18.8 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 18.4 and 18.6 commenced if they do not return to work within one (1) month after the expiration of the leave taken, without other leave being approved.

**18.9 Entitlements Upon Return to Work**

- (a) An employee who returns to work after the expiration of maternity, parental or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, paternal, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Vacation entitlements shall continue to accrue while an employee is on leave pursuant to Clauses 18.4 and 18.6.

**18.10 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to twenty-seven (27) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within fifty-two (52) weeks. Notwithstanding Clause 16, there will be no interruption in the accrual of seniority or eligibility for benefits provided arising from leave under this clause.

**18.11 Leave for Medical and Dental Care**

Where a regular employee is required to attend a doctor or dentist appointment in the immediate Powell River area during working hours, attendance at such appointments shall be paid using Health Care Leave. All employees shall make all reasonable efforts to schedule such appointments outside of working hours.

- (a) Where it is not possible to schedule medical and/or dental appointments in the Powell River area outside regularly scheduled working hours, reasonable time off for such appointments shall be permitted for regular employees and will be paid using Health Care Leave.
- (b) Where it is not possible to schedule medical and/or dental appointments in the Powell River area outside of regularly scheduled working hours in the case where a spouse or a dependent child of the employee requires assistance to attend medical and/or dental appointments in the Powell River area and when no one at the employee's home other than the employee can accompany them, the regular employee shall be permitted reasonable time off without loss of pay using Health Care Leave to accompany his/her spouse or dependent child.
- (c) The Employer may request, and the employee provide, a report from a qualified medical practitioner.
- (d) Where an employee does not have any Health Care Leave to use but requires time off work, the employee shall be permitted reasonable time off without pay.

**18.12 Robbery or Hold Up**

In the event of a robbery or hold-up, or attempt at such, the Employer shall provide, at no cost to the employee, access to professional counselling to employees adversely affected by the event through an Employee and Family Assistance Program.

**18.13 Absence Subsequent to Robbery or Hold Up**

- (a) Subsequent to a robbery, hold up or attempt at such, the occupational health and safety of employees remains the primary consideration. Employees working at a worksite on a day when a robbery, hold up or attempt occurs will be given the balance of the day off work without loss of pay.

(b) Such employees will be permitted to use Health Care Leave pending a determination of eligibility for WCB Wage Loss benefits.

#### 18.14 Elections

Each employee eligible to vote in a federal or provincial election shall be entitled to four (4) clear hours during the hours in which the polls are open to cast their ballot without loss of pay.

#### 18.15 Unpaid Leave - Public Duties

The Employer shall grant, on written request, leave of absence without pay and without loss of seniority for employees to seek election in a municipal, provincial or federal election for a maximum period of ninety (90) days.

### ARTICLE 19 - BENEFIT PLANS AND SICK LEAVE

#### 19.1 Benefits Plans

(a) All employees, who work sixty (60) hours per month or more, shall become entitled to coverage as set out under 19.1(b) on the first day of the month following ninety (90) calendar days of employment. The carrier for coverage under 19.1(b) shall be mutually agreeable to both parties. Employees not eligible for benefit coverage shall be compensated at a rate of ten percent (10%) of gross earnings over and above their appropriate rate of pay listed in Appendix A.

(b) *Benefits Program* - (Details of the benefit plans are contained in Brochures provided by the Employer).

(1) *Medical Services Plan of British Columbia*

(2) *Extended Health Care* - (includes Vision Care) - one thousand dollars (\$1000) every thirty-six (36) months, and Hearing Aids maximum of one thousand dollars (\$1000) per lifetime.

(3) *Group Life* - Maximum coverage three hundred thousand dollars (\$300,000) (up to fifty-five [55] years of age - coverage is three times [3x] annual salary; fifty-five [55] to sixty-nine [69] years of age - two times [2x] annual salary).

(4) *Dental Care (Option 3)* - Seventy-five percent (75%) coverage by the Carrier for both parts of Plan A and B, and fifty percent (50%) by the Carrier for Plan C, see brochures.

(5) *Weekly Indemnity* - The amount of benefit is equal to sixty-six and two-thirds percent (66⅔%) of the employee's regular salary as reported to the Carrier of the Plan. The benefit commences after the first three (3) days of disability.

(6) *Long-Term Disability* - The amount of the benefit is equal to sixty-six and two thirds percent (66⅔%) of the employee's regular salary as reported to the Carrier of the Plan and commences on the expiry of weekly indemnity benefits.

(7) *Pay Direct Drugs* - The benefit plan will include direct payment by the plan administrator of the billable cost of prescription medications after the annual deductible has been reached.

(c) The Employer will pay one hundred percent (100%) of the premium for all benefits except that employees will pay one hundred percent (100%) of the premium of Weekly Indemnity (WI) and Long-Term Disability (LTD) identified in Clause 19.1(b)(5) and 19.1(b)(6).

(d) The Employer agrees that the above plans will be provided to all regular employees working at least sixty (60) hours per month without restriction based on age, with the exception of the long-term disability plan and life insurance. The maximum benefit period for the LTD plan is to age sixty-five (65) (or twelve [12] months if the employee is age sixty-four (64) when benefits begin). The employee life insurance terminates on the earlier date the employee attains age seventy (70) or upon retirement.

## 19.2 Health Care Leave

(a) The Employer recognizes there are occasions when an employee is unable to work due to illness or injury of the employee or an immediate family member and provides a benefit called "*Health Care Leave*". Full-time employees accrue seven (7) hours of Health Care Leave per month. Part-time employees, accrue health care leave on a prorated basis.

(b) Employees shall accumulate "*Health Care Leave*" to a maximum of seven hundred (700) hours.

(c) In the case of a sudden illness of an immediate family member (as defined in Article 18.1), where the employee is the only person in the home capable of dealing with the emergency, Health Care Leave may be used by the employee to care for the family member. Proof of illness may be requested by the Employer.

(d) Employees are entitled to use Health Care Leave to top up wage indemnity benefits.

(e) Employees are entitled to use Health Care Leave for necessary travel outside of Powell River to obtain medical or dental treatment as recommended by a physician or dentist.

(f) Where an employee's spouse or dependent child must attend medical or dental appointments outside the Powell River area, the employee is entitled to use Health Care Leave subject to the following:

(1) It was not possible to schedule the appointment in a timely way outside regularly scheduled working hours.

(2) As much notice as possible will be provided to the Employer.

(3) The spouse and/or dependent child requires assistance to attend said appointment.

(4) The Employer may request an employee provide a report from a qualified medical practitioner.

(5) Operational concerns must be addressed however requests will not be unreasonably denied.

(g) All employees are required to advise their Employer of intended absences and anticipated dates of return, as soon as practical.

(h) The Employer may require proof of illness.

(i) If the absence is covered by Workers' Compensation Board benefits, Health Care Leave will not apply.

(j) If, on the day of any resignation or termination, an employee has exceeded his or her earned Health Care Leave credit, the Employer shall be entitled to recover any overpayment from the employee by deduction from the monies owed to the employee.

**ARTICLE 20 - SALARY POLICY****20.1 Salary Schedule**

Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A, which is part of this agreement.

The steps in the salary ranges are the minimum amounts to be paid an employee in accordance with Section 20.5 of this article and shall not be construed to mean an employee may not be advanced to the next step in his/her salary range before having the required service.

**20.2 Pay Days**

The pay periods for all employees shall be biweekly, as reflected in Appendix A.

**20.3 Job Descriptions**

(a) Job descriptions are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, providing always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the Union shall be notified and a revised rate may be negotiated between the parties. The effective date for the new rate shall be the date the job was submitted for review.

(b) All employees will have electronic access to their job description and a copy will be provided to the Union.

**20.4 New Positions**

When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union, at its discretion, may negotiate the salary and category, and if agreement cannot be reached, the matter may be referred to arbitration as provided in this agreement.

**20.5 Promotion Increases**

(a) When an employee is promoted to a higher paying position he/she shall receive the first step of the new classification that would result in a wage increase.

(b) An employee that is cross training in another position is not eligible for a salary increase as per Article 20.7.

**20.6 Salary Progression**

(a) Except as provided in Paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step.

(b) An employee placed on a step in the salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Clause 20.5 of this article) shall move to the next step in their salary range upon completion of six (6) months service following such a placement, subject to Clause 20.6(c).

(c) Advancement from one (1) salary step to another may be withheld due to inadequate performance under the following circumstance:

- (1) the employee has been counselled regarding inadequate performance following his/her last job service salary increase; and
- (2) notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.

(d) When employees restore their performance, they shall be advanced to the next step in their salary range on a non-retroactive basis.

#### **20.7 Employee Assigned to Higher Job Classification**

Any employee assigned the duties of a higher job classification shall be paid at a higher rate, as determined by Clause 20.5 of this article from the first (1<sup>st</sup>) full day of such assignment, except when the assignment is for training purposes, (training is not to exceed five [5] working days).

#### **20.8 Part-Time Employee Changing to Full-Time**

A part-time employee who becomes full-time shall be placed on the appropriate salary range at a step in length of service consistent with his/her length of accumulated service.

#### **20.9 Volunteer Activity**

- (a) It is recognized by both parties that there are occasions where employees may participate voluntarily in employer activities.
- (b) Where management deems that payment of wages would be appropriate such wages will be paid to all employees who participate at the employee's regular straight-time hourly rate

#### **20.10 Variable Compensation Plan**

Employees will be included in Tier 5 of the Variable Compensation Plan as approved annually by the Board of Directors.

#### **20.11 Salary Protection**

An employee shall not have his/her salary reduced by reason of:

- (1) a change in the classification of his/her position; or
- (2) placement into another position with a lower maximum salary;

that is caused other than by the employee.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee shall receive the full negotiated salary increases for his/her classification thereafter.

### **ARTICLE 21 - GENERAL PROVISIONS**

#### **21.1 Employee Training**

- (a) Both parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result

of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Employer shall:

- (1) establish an upgrading and/or training program when new equipment or systems are introduced;
- (b) When an employee completes a job related course on his/her own time, as approved in writing in advance by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of tuition, text, and examination cost of this course to the employee. This reimbursement will be made as follows:
  - (1) fifty percent (50%) upon registration;
  - (2) fifty percent (50%) upon successful completion of the course.
- (c) When the Employer requests an employee to take an employer related course or courses, the Employer shall pay the full cost of registration.
- (d) Time spent taking a course the Employer has requested an employee to take, shall be considered as time worked as follows:
  - (1) all hours actually spent on the course shall be considered as time worked and shall be paid at the employee's normal daily rate of pay.
  - (2) all such hours on Sundays shall be paid at time and one-half (1½x) the employee's rate of pay.
- (e) Where an employee is requested by the Employer to travel out of town to attend a course, all travel, meals and accommodation expenses shall be paid to the employee, in accordance with the Board of Directors policy on Staff Training. The employee shall be informed in advance of this Travel Policy.
- (f) All travel time will be during regular working hours whenever possible.
- (g) Where an employee is required to take an examination to complete an employer requested course, the day of examination shall be considered as time worked and paid at the employee's straight time rate.

## **21.2 Expense Reimbursement**

Where an employee is requested by the Employer to travel for company business he/she shall be reimbursed for expenses as per the Expense Policy for Directors and Employees.

## **21.3 Employee Insurance Product Commission Reimbursements**

All employees shall receive any applicable commission reimbursements for insurance products in accordance with MOA 2.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY**

### **22.1 Notice of Technological Change**

The Employer will provide the Union with as much notice as possible of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job grouping.



## **22.2 Retraining**

Wherever practical, an employee becoming redundant due to new equipment or procedures, shall be eligible for retraining to qualify for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee.

## **22.3 Termination and Recall List**

In cases where the retraining of an employee is not practical, or where other positions with the Employer are not available, the employee shall be provided with notice of layoff in accordance with Article 13.

# **ARTICLE 23 - TERM OF AGREEMENT**

## **23.1 Duration**

This agreement shall be binding and shall remain in effect to midnight March 31, 2021.

## **23.2 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 1, 2021, but in any event not later than midnight March 31, 2021.
- (b) Where no notice is given by either party prior to March 31, 2021, both parties shall be deemed to have been given notice under this article on March 31, 2021, and there upon Article 23.3 of this agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by an authorized officer or agent of the Employer.

## **23.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 23.2 of this article, the parties shall, within fourteen (14) days after the notice was given and commence collective bargaining.

## **23.4 Changes in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

## **23.5 Agreement to Continue in Force**

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

## **23.6 Effective Date of Agreement**

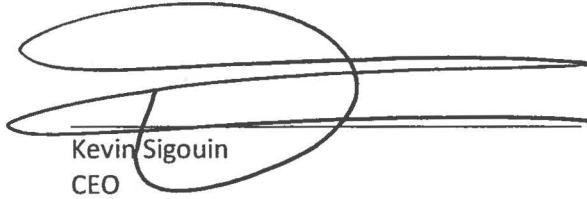
The provisions of this agreement, except as otherwise specified, shall come into force and effect on November 22, 2018.



SIGNED ON BEHALF OF  
THE UNION:

SIGNED ON BEHALF OF  
THE EMPLOYER:

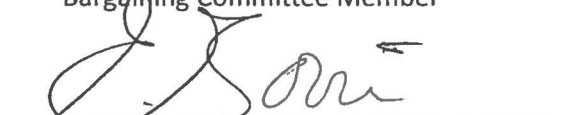
  
Stephanie Smith  
BCGEU President

  
Kevin Sigouin  
CEO

  
Chris Anderson  
Bargaining Committee Chairperson

  
Linda Bowyer  
Board Chair

  
Matthew Nash  
Bargaining Committee Member

  
Ernie Gorrie  
Staff Representative

Dated this 19 day of September, 2019.

**APPENDIX A  
Job Classification and Hourly Wage Rates**

Classification	Step	Base	Apr 1/16	Apr 1/17	Apr 1/18	Apr 1/19	Apr 1/20
			1.75%	1.75%	2.10%	2.00%	2.25%
<b>Grid Level 1</b>	Start	\$17.50	\$17.81	\$18.12	\$18.50	\$18.87	\$19.29
Administrative Support	12 mos.	\$17.94	\$18.25	\$18.57	\$18.96	\$19.34	\$19.78
<b>Grid Level 2</b>	Start	\$18.33	\$18.65	\$18.98	\$19.38	\$19.76	\$20.21
Associate Insurance Advisor - Trainee	12 mos.	\$18.79	\$19.12	\$19.45	\$19.86	\$20.26	\$20.71
<b>Grid Level 3</b>	Start	\$19.76	\$20.11	\$20.46	\$20.89	\$21.31	\$21.78
Associate Insurance Advisor 1 Level 1 License	12 mos.	\$21.44	\$21.82	\$22.20	\$22.66	\$23.12	\$23.64
Associate Insurance Advisor 1 Level 1 License Commercial	24 mos.	\$23.11	\$23.51	\$23.93	\$24.43	\$24.92	\$25.48
<b>Grid Level 4</b>	Start	\$21.17	\$21.54	\$21.92	\$22.38	\$22.83	\$23.34
Associate Insurance Advisor 2 Level 2 License	12 mos.	\$23.01	\$23.41	\$23.82	\$24.32	\$24.81	\$25.37
	24 mos.	\$24.84	\$25.27	\$25.72	\$26.26	\$26.78	\$27.38
<b>Grid Level 5</b>	Start	\$23.25	\$23.66	\$24.07	\$24.58	\$25.07	\$25.63
Associate Insurance Advisor 2 Level 2 License Commercial	12 mos.	\$25.14	\$25.58	\$26.03	\$26.57	\$27.11	\$27.72
	24 mos.	\$27.02	\$27.49	\$27.97	\$28.56	\$29.13	\$29.79
<u>Supervisory Adjustment</u> When a manager is absent, an employee may be offered responsibility for assisting employees to resolve complex issues and complaints.  An employee who accepts the responsibility will receive the following hourly wage adjustment					\$1.50	\$1.53	\$1.56

**APPENDIX B  
Authorization for Deduction**

I, \_\_\_\_\_ hereby authorize Westview Agencies Ltd.  
(please print)

to deduct from the wages due to me, initiation fees, union dues and assessments and to transmit same to the B.C. Government and Service Employees' Union.

I understand that the amounts to be so deducted shall be certified by the Union, to be in effect in accordance with the Union's Bylaws to Westview Agencies Ltd.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness - Employer

\_\_\_\_\_  
Employee's Signature

*Note: One (1) copy to be retained by the Employer.  
One (1) copy to be provided to the Branch Steward.*

#### **APPENDIX C Pension Plan**

The parties agree to maintain the current Defined Contribution Pension Plan on behalf of each employee with employee contributions at the current rate.

The Employer further agrees that its percentage contributions to the Defined Contribution Pension Plan on behalf of each employee will be as follows:

<b>Effective Date</b>	<b>Employer Contribution</b>
Current	5% of all wages paid
April 1, 2019	7% of all wages paid

#### **APPENDIX D Job Share Parameters**

**POSITION:**

**EFFECTIVE DATE:**

**DEFINITION:**

Job sharing is a work arrangement in which two (2) employees share the responsibility of one full-time or greater position.

**CRITERIA:**

Job sharing arrangements are when one of the partners already occupies the full-time position under consideration. In the case of a newly created full-time position being offered as job share, the most qualified, senior employee will occupy the position.

The employees must be compatible and agreeable to the intricacies of a job sharing arrangement.

The employees must be qualified to perform the same tasks as per the company job description.

The employees must understand that the actions of one employee may seriously affect the job sharing arrangement.

Job sharing in this position, is limited to two people sharing one job. To ensure that there is no loss in job continuity or information, neither employee will be scheduled to work for more than one week at a time (not including time off for vacations, holidays, sickness, etc.).

**EMPLOYEE STATUS:**

The employees participating in a job sharing arrangement are classified as regular part-time employees and qualify for any benefits normally available to those employees. Refer to the Pension and Benefits Plans Chapter of the Personnel Policy or your collective agreement.

**VACATION:**

Vacation pay is paid according to the same policy as for regular part-time employees. When job sharing, one employee is required to cover for the other employee when the other employee is absent. To ensure job continuity, time off must be approved in advance by the supervisor whenever possible.

**TERMINATION OF ONE EMPLOYEE IN THIS JOB SHARING ARRANGEMENT:**

If one (1) person in the job sharing arrangement leaves the employ of the Employer for any reason, the remaining incumbent may continue full-time until another job sharing partner can be found. If the remaining employee desires to continue job sharing, the current job share arrangement will be nullified and the job will be posted. Once a suitable candidate has been selected, the individuals in the new job share arrangement will each sign a new letter of understanding agreement. If it is deemed necessary, a side agreement of who owns the position will be drawn up. If a suitable candidate is not available, and the company requires coverage greater than full-time, the remaining incumbent will be offered the position on a temporary full-time basis until a job share candidate becomes available.

**TRAINING:**

To facilitate a job sharing arrangement, the Employer may provide "refresher" or full training at the Supervisor's option. The Supervisor will determine the job qualifications.

**COVERAGE:**

All duties of this position will be shared on a basis mutually agreed to by the employees and the Employer.

One employee will cover for the other whenever one is absent (vacation, ill, etc.); if not available the supervisor will ascertain if coverage is available from elsewhere.

If either employee requires a day off (that they would normally work) for whatever reason, the employees would work this out between themselves (exchange days, or work for the other one) to ensure coverage. If not possible, the supervisor will ascertain if coverage is available from elsewhere.

**ENTITLEMENTS:**

Each job share employee is eligible for

- (a) Full staff benefits if he/she qualifies under Article 19.1(a);
- (b) Holidays (as earned on part-time basis);
- (c) Health Care Leave if he/she qualifies under Article 19.2.

Any changes or recommendations would be discussed by all parties and management on an ongoing basis.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Management

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Chief Executive Officer

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

**LETTER OF UNDERSTANDING 1  
Weekly Indemnity**

The parties agree that it is in the interests of the Employer and employees that employees return to work as they are medically fit to do so, including graduated return to work plans, modified duties, accommodations, etc., jointly agreed to between the parties.

The parties agree to make a joint application to the insurance carrier of the Weekly Indemnity Plan to allow an employee to return to work on less than a full workweek if so recommended by the employee's doctor and agreed to by the Employer.

The parties agree that the insurance carrier may reduce the amount paid to the employee by one-fifth (1/5th) for each full day the employee works per week, if the employee returns to work as set out above.

The parties further agree to work together to ensure that any efforts by the employee to return to work through an approved return to work plan will not jeopardize an employee's eligibility to receive the long-term disability benefit.

**LETTER OF UNDERSTANDING 2  
Fees and Donations**

1. The Employer will ensure that any employee who chooses to have a financial relationship with First Credit Union will be provided a Prestige Account Package, or an equivalent account package, without cost to the employee.
2. The Employer will permit occasional use of office equipment for personal use.
3. The Employer will make an annual donation to the Powell River Food Bank in the amount of two hundred and fifty dollars (\$250) in the name of unionized employees of the Employer.
4. The Employer will pay the cost of any license renewal fees required of the position.

**LETTER OF UNDERSTANDING 3**  
**Scheduling of Part-Time Employees**

The number of part-time employees shall be kept to a minimum so as to ensure that the need for full-time employees is not reduced.

Wherever practical the scheduling of hours will be made two (2) weeks in advance.

Job postings to fill vacancies will be posted as soon as possible. If the vacancies are not to be filled or will require longer than thirty (30) days to post the Employer will supply to the stewards a written explanation.

**LETTER OF UNDERSTANDING 4**  
**Excluded Positions**

The parties have agreed that the Joint Standing Committee shall review on an annual basis, any new excluded positions that have been added to the organization during the previous twelve (12) months.

The parties have agreed to remove the previous Appendix D from the current collective agreement.

**LETTER OF UNDERSTANDING 5**  
**Employee Loans and Mortgages Transitional Provision**

The Employer will arrange that employees who:

- (1) Obtained any loan or mortgage from First Credit Union between the date of certification and the date of ratification of the collective agreement; and
- (2) Did not receive the Loans and Mortgages discount benefit will be granted the Loans and Mortgage discount benefit available to employees in Article 21.3 of the collective agreement between First Insurance Agencies Ltd. and the BCGEU that was in effect at the time and retroactive to the commencement of the loan or mortgage for the term of the loan or mortgage as applicable.

**MEMORANDUM OF AGREEMENT 1**  
**Conversion of Part-Time Employees to Full-Time**

The Employer agrees to apply the principle that certainty of income for part-time employees increases based on an employee's seniority.

- (a) A part-time employee who has worked an average of thirty-five (35) hours per week in twenty-six (26) of thirty-three (33) consecutive pay periods will be offered conversion from regular part-time to regular full-time status.
- (b) If, within twelve (12) months of a conversion under paragraph (a) it is necessary that hours in the classification be reduced, prior to the application of Article 13, the following will apply:
  - (1) The Employer will establish a part-time position consisting of the hours available.

- (2) The Employer will offer the part-time positions to full-time employees.
  - (3) If more than one (1) employee wishes the part-time position it will be granted to the most senior qualified employee.
  - (4) If no employee chooses the part-time position, the most junior employee in the classification will again be offered the option of accepting the part-time position. If the most junior employee does not accept the part-time position and layoff is necessary, the Employer will proceed in accordance with Article 13.
  - (5) In the event of layoff and regular recall pursuant to paragraph (b)(4), the date of resumption of work will be the beginning of the first of the thirty-three (33) pay periods identified in paragraph (a).
- (c) For the purpose of this clause hours worked includes all hours paid; all paid leaves; all leaves per Article 2, Article 16, Article 17, Clauses 18.1, 18.2, 18.12, 18.13, 18.14, Article 19 to a maximum of ten (10) days per event, and Article 21.

**MEMORANDUM OF AGREEMENT 2**  
**Employee Insurance Product Commission Reimbursements**

All employees shall be entitled to apply for insurance products and, upon approval, will receive any applicable commission reimbursements on the following basis, except as prohibited by law:

- (a) The employee has completed their probationary period.
- (b) Insurance products must be distributed through the Employer.
- (c) Subject to the conditions of (a)-(b) being met an employee will receive the following:
  - (1) The Co-operators Blue discount which is provided by the Co-operators General Insurance Company. This discount may be subject to change by the insurance provider.
  - (2) A commission reimbursement for an employee's principal residence at the same commission rate paid by the insurance provider. This commission rate may be subject to change by the insurance provider.
  - (3) A commission reimbursement for an employee's personal private vehicle at the same commission rate paid by the auto insurance provider. This commission rate may be subject to change by the insurance provider.
  - (4) A commission reimbursement for an employee's personal term life or permanent life insurance provided by the Co-operators Life Insurance Company at fifty percent (50%) of the first year commission paid by the insurance provider. The commission rate may be subject to change by the insurance provider.

In no case will the discounts offered to the employees in the bargaining unit be lower than the discounts for the same product category offered to employees of the Employer who are not members of the bargaining unit.