

# COLLECTIVE BARGAINING AGREEMENT

between



and



Effective January 1, 2020 - December 31, 2024

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE LOCAL EMPLOYERS' GROUP (LEG)**

**AND**

**THE LOCAL EMPLOYEES' UNION  
(LEU-USW Local 2009)**

**January 1, 2020 - December 31, 2024**

**Errors & Omissions Excepted  
Cope-343**

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## **SECTION A - COLLECTIVE BARGAINING RELATIONSHIP**

### **A.1 PURPOSE**

The purpose of this Collective Agreement is to establish terms and conditions of employment and to provide for the prompt resolution of differences so that efficient operations and harmonious relations may be maintained between the local employers and employees.

### **A.2 DEFINITIONS**

#### **A.2.1 Cost of a Replacement Employee**

Cost of a replacement employee means the cost of a replacement employee when one is provided during an absence or within five (5) working days of the absence to perform work caused as a result of the absence.

#### **A.2.2 Definition of Spouse**

Spouse means one person designated by the employee for the purpose of all benefits of this agreement:

A.2.2.1 to whom the employee is lawfully married; or

A.2.2.2 who is a person of either sex with whom an employee has cohabited continuously for the preceding year.

#### **A.2.3 Definition of School Year**

The school year shall be defined as the Tuesday after Labour Day until the last Friday in June, except if it falls on or before June 25<sup>th</sup> in which case the last day shall be June 30<sup>th</sup>.

### **A.3 DURATION**

A.3.1 This agreement will remain in effect from January 1, 2020 to December 31, 2024. The parties agree that, within ninety (90) days prior to the expiration of the Collective Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this agreement for the subsequent period.

A.3.2 Where notice to commence negotiations is given, the provisions of this agreement will continue in force until a new agreement is signed.

A.3.3 The parties may agree to resolve their differences in negotiations for a renewal of the Collective Agreement by mediation or by arbitration.

### **Negotiations**

A.3.4 Where the employees of a Local Teachers' Association join LEU and the employer joins LEG, the parties shall meet to negotiate such inclusion consistent with the terms and conditions of the Collective Agreement.



#### **A.4 LEGISLATIVE CHANGE**

- A.4.1 Should any statute or regulation render any part of this contract null and void, the remainder of the terms of this contract shall continue in effect and in that event, or in the event that legislation or regulations substantially alter the operation or effect of any provision of this contract, the parties shall meet as soon as is reasonably possible, to find ways in which modifications of the contract can be made, which shall achieve the original intent of this contract without contravening prevailing legislation.
- A.4.2 If the parties cannot agree on such modifications within one month of either party's request for such meeting, or should the parties not agree on whether any part of this Collective Agreement has been affected by legislative change, either party may refer the matter to arbitration pursuant to Article O: Grievance Procedure, and the arbitrator shall be empowered to decide whether this article applies, and if so, determine the said modifications to the Collective Agreement in order to achieve the original intent of this contract without contravening prevailing legislation.

#### **A.5 COPY OF AGREEMENT**

- A.5.1 The LEG agrees to produce and provide sufficient copies of the Collective Agreement for the bargaining unit.

#### **A.6 RECOGNITION OF THE UNION**

- A.6.1 The local employers as defined in Appendix I recognize the Local Employees' Union (LEU), USW LOCAL 2009, as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment.
- A.6.2. No employee will be required or permitted to make any kind of agreement with the local employer or its representatives which may conflict with the terms of this agreement.

#### **A.7 RIGHT TO REPRESENTATION**

- A.7.1 A representative selected by the union will attend any meeting between an employee and the employer where the employee requests representation.
- A.7.2 Any meeting which is or may become disciplinary in nature or which may lead to discipline will require the attendance of a representative selected by the union.
- A.7.3 Where a representative of the Union is not available, the employer will postpone any meeting where representation has been requested or where the meeting is or may become disciplinary in nature until such time as a union representative is available.

## **A.8 Union Security**

- A.8.1 All present employees, as a condition of employment, will be union member good standing. As a condition of employment all new employees will become and remain members in good standing of the union within thirty (30) days of commencing employment.

## **A.9 CONTRACTING OUT**

- A.9.1 Except as provided for in existing contract, Appendix I, for contracted out workers as of January 16, 2004 only and in cases of emergency, the local employer will not contract out or reassign outside of the bargaining unit work of the type and kind that are performed by any employee(s) or any work which could be assigned to any employee(s) without first consulting with and seeking the agreement of the union.
- A.9.1.1 If the contracted out clerical or accounting work listed in Appendix I, is brought in-house, that work shall become bargaining unit work and shall remain so.
- A.9.2 Before any work is contracted out, additional hours will be offered to local office part-time employees, on a seniority basis, at the site and then to on call employees providing they are able to perform the work. Pay will be at the applicable hourly rate or the employee may choose equivalent time off in lieu to be taken at a mutually agreeable time.
- A.9.3 In no case will the local employer contract out work if by so doing the hours of work of any position are reduced or any employee suffers a loss of pay or the pay grade of any position is reduced.
- A.9.4 Tasks normally performed by an employee will not be performed by a non-bargaining unit member.
- A.9.5 In the event that the local employer contracts out employee work pursuant to A.9.1, union Labour will be used wherever possible.  
(See Article C.4: Casual Work)

## **A.10 UNION REPRESENTATIVES**

- A.10.1 The Union will notify the LEG in writing of the names of its representatives, including elected officers and the Negotiating Committee members.
- A.10.2 Union Representatives shall have the right to:
- a. conduct union business during working hours provided such business does not interfere with normal office operations. Whenever possible such business shall be conducted outside of business hours;
  - b. be involved in grievance meetings pursuant to Article A.19: Grievance Procedure;
  - c. attend meetings between the employer and employees pursuant to Article A.7: Right to Representation.



A.10.3 The Union Representative shall be relieved of duties without loss of pay to attend meetings called by the employer during normal working hours. The cost of a replacement worker, if one is required, shall be borne by the employer.

A.10.3.1 Where the employee requests the attendance of a Union Representative and that meeting is not disciplinary or a meeting that might lead to discipline as under A.7.2, or a meeting dealing with harassment under Article E.7, the Union shall bear the cost of any replacement employee.

#### **A.11 UNION LEAVE**

A.11.1 Leave shall be granted at the cost of a replacement employee for union members to attend meetings, courses, conferences and perform other duties on behalf of the union.

A.11.2 Normally the employer shall be given ten (10) days' notice of such leave.

#### **A.12 CONTRACT NEGOTIATIONS**

A.12.1 Negotiations of a Collective Agreement will normally be conducted during working hours and will be with no loss of pay. The LEG shall provide one hundred (100) percent of the costs of replacement employees for up to three (3) LEU members to conduct negotiations.

#### **A.13 ACCESS TO INFORMATION**

A.13.1 The Union shall be provided with:

- a. a list of employees showing their names, addresses, seniority, classifications and rates of pay on May 1st of each year, and will advise the union as changes occur;
- b. notification of hirings, resignations, retirements and deaths as they occur;
- c. notification of discharges, suspensions and written warnings before they occur.

#### **A.14 USE OF FACILITIES**

A.14.1 Union members will have the right to use the employer's facilities, equipment and support staff, at cost, to organize and conduct union meetings and other union business provided such business does not interfere with normal office operations and providing approval has been obtained from the President of the local office. Such approval will not be unreasonably denied.

## **A.15 PICKET LINE PROTECTION**

- A.15.1 An employee covered by this agreement will have the right to refuse to cross a picket line in connection with a labour dispute unless same is declared illegal by the Labour Relations Board or the Court. An employee intending to honour such a picket line shall notify the employer.
- A.15.2 Failure to cross a picket line will not be considered grounds for disciplinary action and will not be deemed a violation of this Collective Agreement. All employees refusing to cross or work behind such a picket line shall be considered absent without pay.
- A.15.3 No employee will be required to or requested to perform work that would normally be done by a person who is on strike.

## **A.16 BULLETIN BOARDS**

- A.16.1 The employer shall provide a bulletin board in each office for the exclusive use of the Union.

## **A.17 LIAISON COMMITTEE**

- A.17.1 The parties agree to maintain a joint committee called the Liaison Committee. The Liaison Committee will be established by September 15th of each school year and shall consist of two (2) LEU Representatives and two (2) LEG Representatives elected by their respective groups.
- A.17.2 The general purpose of the committee will be to improve union-employer relations, to minimize conflict by providing a forum for the exchange of information on areas of concern or dispute, and to make recommendations for the resolution of such concern.
- A.17.3 Meetings will be held when deemed mutually necessary.
- A.17.4 The minutes of Liaison Committee Meetings will be circulated to all members of the LEG and the Union by providing a copy to each local office.

## **A.18 UNION DUES**

- A.18.1 All employees covered by this agreement will be required to sign an authorization for dues deductions. A copy of this authorization will be sent to the USW Local 2009.
- A.18.2 The employer or LEG will ensure that union dues are deducted and forward dues to the union.
- A.18.3 The employer or LEG will ensure that receipts for income tax purposes are provided to employees.
- A.18.4 The union will advise the employer of the amount to be deducted from employees' salary for union dues.

## **A.19 GRIEVANCE PROCEDURE**

- A.19.1 A grievance is a dispute as to interpretation, application or alleged violation of this agreement including a question as to whether or not a matter is arbitrable. All grievances shall be resolved finally and conclusively through the grievance process as outlined below.
- A.19.2 The parties agree that disputes can frequently be resolved by discussion between the employee and the employee's immediate supervisor. In the hope that disputes can be resolved amicably, discussions between the parties shall be encouraged.
- A.19.3 All discussions and correspondence concerned with the grievance or alleged violation shall be without prejudice and shall not be admissible at the arbitration hearing.
- A.19.4 Grievances of general application may, by mutual agreement of the parties, be referred directly to Step Two (2).
- A.19.5 Subject to mutual consent, the time factors may be extended beyond the limitations stated in the article.
- A.19.6 Where possible, grievance meetings will be held outside normal working hours. When grievance meetings are held during normal working hours release time shall be without loss of pay.

### **A.19.7 PROCEDURE**

#### **A.19.7.1 STEP ONE**

- A.19.7.1.1 Within thirty (30) working days of the date of the alleged violation, or from the date the Union could reasonably have become aware of the alleged violation, the Union shall submit, in writing, a grievance to the Local President or designate outlining the nature of the grievance and the remedy sought.
- A.19.7.1.2 A meeting to attempt to resolve the matter shall be held with the Local President, the grievor and the Union Representative within ten (10) working days of receiving the grievance.

#### **A.19.7.2 STEP TWO**

- A.19.7.2.1 If a satisfactory resolution to the grievance has not been reached within ten (10) working days from the date of the meeting described in Step One either party has the right to refer the matter to the Joint Grievance Committee.
- A.19.7.2.2 Upon referral by either party to the Joint Grievance Committee, the committee shall meet to consider the matter within ten (10) working days from the date that the matter was referred to it.
- A.19.7.2.3 The Joint Grievance Committee shall consist of two (2) LEU representatives and two (2) LEG representatives.

- A.19.7.2.4 If any member of the Joint Grievance Committee is involved in the grievance, that member will be temporarily excused and another member will be selected by the respective group.
- A.19.7.2.5 The decision of the Joint Grievance Committee shall be communicated, in writing, to the Union and the Employer within seven (7) working days of the meeting.
- A.19.7.2.6 The decision of the Joint Committee may form the basis for resolving the grievance. However, it is not binding upon either the union or the employer.
- A.19.7.2.7 Failing resolution at Step Two the grievance may, within a further fifteen (15) working days, be referred to arbitration.
- A.19.7.3 **ARBITRATION**
- A.19.7.3.1 The final determination of an arbitrator will be binding on the Employer and the Union.
- A.19.7.3.2 Arbitration will be by a sole arbitrator.
- A.19.7.3.3 The arbitrator will be chosen on a predetermined basis from a list of arbitrators agreed to in advance by the Union and the Employer.
- A.19.7.3.4 The joint costs of arbitration shall be shared equally by the Union and the Employer.

## **SECTION B: SALARY AND ECONOMIC BENEFITS**

### **B.1 SALARY DETERMINATION AND PLACEMENT ON SCALE**

- B.1.1 No employee will have their hourly wage reduced by the coming into effect of this agreement.
- B.1.2 Permanent placement on the scale will be determined by the job description task list and experience credit and the successful completion of a thirty (30) working day probationary period.
  - B.1.2.1 If employee has casual work of thirty (30) working days or more the probation period will be waived.
- B.1.3 Experience credit for the purpose of placement on the scale shall be defined as:
  - a. An employee working more than fifty (50) per cent shall be granted increments equal to one (1) years' experience, credited annually.
  - b. An employee working fifty (50) per cent or less shall be granted increments equal to one-half years' experience, credited annually.
- B.1.4 No employee shall be credited more than one year's experience in any one year.

## **B.2 CATEGORY MOVEMENT**

- B.2.1 The parties agree that employees who are paid at Category B will be offered the opportunity to train and to acquire the skills and knowledge required to perform the duties in Task List C. Where the employee acquires those skills and is required to assume those responsibilities, the employee will progress from their current step of Category B to the first step of Category C that would provide an increase.
- B.2.2 The employee must successfully complete a ninety (90) working day probationary period for Category Movement to be permanent.
- B.2.3 Failing the satisfactory completion of the above mentioned probationary period, the employee will return to their original position and category.
- B.2.4 The employee will then be offered and provided with appropriate training to facilitate another Category Movement.

## **B.3 DUTIES AT HIGHER CATEGORY**

- B.3.1 It is understood that an employee at any level also performs duties included in the Task List for lower levels.
- B.3.2 Where an employee is required to take on thirty (30) per cent or more of the responsibilities in the Task List of a higher level or is required to spend fifty (50) per cent or more of their time doing the tasks of a higher level, the position shall be paid and the employee shall be designated at the higher level.
- B.3.3 Where an employee moves to a higher category through the Posting and Filling process, the employee shall be placed at a position of the higher category that would provide an increase.

## **B.4 PLACEMENT COMMITTEE**

- B.4.1 The Placement Committee will be established by September 15th of each work year and shall consist of two (2) LEU Representatives and two (2) LEG Representatives.
- B.4.2 Where placement on the scale is not agreed between the employee and the employer, the matter may be referred to the Placement Committee. If the employee or employer is also a LEU or LEG Representative, an alternate representative will sit on the Placement Committee.
- B.4.3 The Placement Committee may meet with the employee and the employer.
- B.4.4 Within one month of receipt of the referral the Placement Committee will meet. The Placement Committee will, in an expeditious manner, decide placement on the scale consistent with Article B.7: Salary Grid and Appendix III - Job Task List.
- B.4.5 Placement may include retroactive pay, if any.
- B.4.6 The decision of the Placement Committee is binding for a period of one year.

B.4.7 Should the Placement Committee be unable to come to a decision, the matter may be referred to the Joint Grievance Committee.

## **B.5 PAYMENT OF WAGES**

B.5.1 All wages for all employees will be processed through a **standardized** payroll provider **across all unionized Locals**, and will be paid bi-weekly on a Friday.

B.5.2 Employees shall have the option of banking hours of work to be paid out over non-working time.

B.5.2.1 All banked hours must be paid out by August 30<sup>th</sup> of each year.

B.5.3 All employee hours shall be recorded on time sheets, generated at least monthly, which will be signed by both the employee and employer.

## **B.6 TEMPORARY APPOINTMENT BONUSING**

B.6.1 Starting on the second day of an employee's absence, when a casual has not been hired to perform the employee's duties, the remaining employee in the office will be paid the hourly wage of the next higher category. In the case of Category D, the increase will be two (2) dollars per hour.

B.6.2 In the event of more than one employee remaining in the office, the hourly difference will be shared equally.

## **B.7 SALARY GRID**

B.7.1 In each year of this Collective Agreement the basic percentage increase received by teachers, generally July 1<sup>st</sup>, will be applied to LEU members retroactively to January 1<sup>st</sup> of that same year. (**July 2020 – 2.25%, July 2021 – 2% July 2022, 2023 and 2024** when negotiated).

B.7.2 Automatic payroll deduction of \$0.03 per hour will be remitted to the USW 2009 Education Fund.

**July 1st, 2019 – 2%**

<b>Years Exp</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
0	\$19.90	\$22.79	\$26.18	\$29.30
1	\$21.78	\$24.67	\$28.06	\$31.23
2	\$23.64	\$26.55	\$29.94	\$33.10
3	\$25.56	\$28.45	\$31.82	\$34.99

**July 1<sup>st</sup>, 2020 – 2.25%**

<b>Years Exp</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
0	\$20.35	\$23.30	\$26.77	\$29.96
1	\$22.27	\$25.23	\$28.69	\$31.93
2	\$24.17	\$27.15	\$30.61	\$33.84
3	\$26.14	\$29.09	\$32.54	\$35.78

**July 1<sup>st</sup>, 2021 – 2.0%**

<b>Years Exp</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
0	\$20.76	\$23.77	\$27.31	\$30.56
1	\$22.72	\$25.73	\$29.26	\$32.57
2	\$24.65	\$27.69	\$31.22	\$34.52
3	\$26.66	\$29.67	\$33.19	\$36.50

**B.7.3** Any bonus increases the BCTF receives, such as ESD, shall be applied retroactively to January 1, of year received to all LEU members.

**B.8 OVERTIME PAY**

B.8.1 For the purposes of this article, a work day is seven (7) hours; a work week is thirty-five (35) hours.

B.8.1.1 Overtime is work in excess of seven (7) hours per day or thirty-five (35) hours per week as requested by the employer and will be compensated at a rate of one-and-one-half (1.5) times the regular rate for the first two and one half (2.5) hours and double time thereafter.

B.8.1.2 Where the employee chooses, time off with pay will be granted in lieu of overtime pay at the rate described above to be taken at a mutually convenient time within twelve (12) months of being earned.

B.8.1.3 When an employee chooses to work additional hours not requested by the employer, these additional hours shall be pre-approved and shall be at the regular rate of pay. The employee may choose to take an equivalent number of hours in lieu at a mutually convenient time within twelve (12) months of being earned.

B.8.2. Overtime work will be voluntary.

B.8.3. The employer will keep overtime to a minimum.

B.8.3.1 Overtime work will be divided equally, insofar as possible, among the employees who are willing and able to perform the work that is available.



- B.8.3.2 For overtime in excess of two consecutive hours, employees will be given 24 hours' notice, except in emergency situations.
- B.8.4 Employees who work overtime will be reimbursed for child care expenses incurred by the employee during the overtime.
- B.8.5 If an employee does not have private transportation and works later than 18:00 hours, the employer will provide transportation home, if requested and a dinner allowance in accordance with the rate used in the local.
- B.8.6 The employee shall maintain a record of all overtime hours worked and the employer shall approve this record.
- B.8.7 Work performed on weekends, as requested by the employer, will be compensated at the rate of two (2) times the regular rate.
- B.8.8 Work performed on statutory holidays as in B.10-Holidays, as requested by the employer, will be compensated at the rate of one and one half (1.5) times the regular rate plus a day off with pay.

**B.9 VACATION PAY**

- B.9.1 Annually each employee will receive vacation time entitlement/pay in accordance with years of employment as per the following schedule:

appointment to 4th year of employment	- three (3) weeks	(6%)
from 5th to 9th year of employment	- four (4) weeks	(8%)
from 10th to 14th year of employment	- five (5) weeks	(10%)
from 15th year to 19th year of employment	- six (6) weeks	(12%)
from the 20th year	- seven (7) weeks	(14%)

- B.9.2 The employee will receive vacation pay during the period the employee takes vacation time.
- B.9.3 An employee may request vacation pay out up to two (2) additional times throughout the school year. The request for vacation pay out must be made three (3) weeks prior to the required pay date and the employer shall pay such vacation pay out by direct deposit on the regular payday.
- B.9.4 When an employee who has previously terminated employment with any employer in the bargaining unit is rehired within three (3) years, that employee's vacation rate will be reinstated.
- B.9.5 If a statutory holiday falls during an employee's vacation time, an additional day's vacation will be granted.
- B.9.6 Employees will have the option of taking up to a maximum of two (2) weeks' vacation when the office is not closed. A minimum of two (2) weeks-notice shall be provided, exceptional circumstances may be considered at the discretion of the Employer.

B.9.7 When an employee falls ill or is injured while on vacation time, the employee will be entitled to draw on accumulated sick leave entitlement. The vacation time for this period of illness will be rescheduled.

**B.10 HOLIDAYS**

B.10.1 Full-time and part-time employees will be granted their regular day's pay for the following holidays and any other future additional holidays legislated by Provincial or Federal regulation, provided such holidays fall within their work year or their vacation time:

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

B.10.2 Pay for part-time employees will be pro-rated based on their percentage assignment or the average daily hours in the previous two (2) full work weeks, exclusive of overtime, whichever is greater.

B.10.3 When any of the above-noted holidays fall on a day the employee does not work, the employee will choose either another day off with pay, pro-rated for part-time at a time mutually agreed upon between the employee and the employer, or pay in lieu of time off.

**B.11 HEALTH BENEFITS**

The health benefits in this agreement are part of the plans which cover LEU-USW Local 2009 employees. Any modifications to the LEU-USW Local 2009 plan, including a change of carrier, shall, therefore, apply to the employees covered by this agreement.

**General:**

Medical, extended health and dental coverage will be made available to full-time employees and part-time employees. For each plan the employee may elect either single, couple or family coverage, including spouse as defined in A.2: Definitions.

**1. Direct billing for prescriptions.**

**B.11.1 Benefit Premiums**

B.11.1.1 The employer will pay 100 percent (100%) of the medical, dental and extended health benefit plan premiums for part-time employees whose work week averages fifty (50) per cent or more of full-time employment.

B.11.1.2 Any employee hired after the signing of this Collective Agreement, working less than fifty percent (50%) shall be provided with benefits.

B.11.1.2.1 The plan premiums shall be paid on a pro-rated basis.

B.11.1.3 Should the employee not be eligible to participate in the plans, and where the employee is not covered by another plan the employee will receive six percent (6%) of salary in lieu of benefits.

### **B.11.2 Benefit Plan Details**

See Appendix VI - Local Employers' Group (LEG) Benefit Summary.

### **B.11.3 Group Life**

B.11.3.1 Upon completion of thirty (30) days of continuous employment, employees will be enrolled in a group life insurance policy, unless they choose to be exempt.

B.11.3.2 The full cost of the plan will be paid by the employer.

### **B.11.4 Long Term Disability**

B.11.4.1 Upon completion of thirty (30) days of continuous employment, new employees will be enrolled in a long term disability plan.

B.11.4.2 The full cost of the plan will be borne by the employee.

### **B.11.5 Employee and Family Assistance Plan**

B.11.5.1 The employer will provide an Employee and Family Assistance Plan for all employees.

## **B.12 DEATH BENEFITS**

B.12.1 If an employee with more than five months continuous employment dies, the employer shall:

- a. pay one (1) month's salary to the employee's designated beneficiary, or if there is none, to the estate. The payment is in addition to any amount earned by the deceased up to the date on which the deceased was last employed by the employer;
- b. in addition to the payment in B.12.1.a, also pay two (2) additional month's salary for an employee who has been in the service of the employer for more than five (5) years and one (1) more additional month for an employee who has been in the service of the employer for more than ten (10) years;
- c. in addition to the payment in B.12.1.a, also pay the premiums necessary to maintain medical, dental and extended health coverage for three (3) months following the employee's death.

## **B.13 WORKERS' COMPENSATION BENEFIT**

B.13.1 Where an employee suffers from an illness or disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and receives compensation under the Workers' Compensation Act, the employee shall not be required to use sick leave credit for time lost until the completion of six (6) months of Workers' Compensation absence. After six (6) months of absence the employer will deduct 1/4 day of sick leave from the employee's sick leave accumulation for each subsequent day of absence.

- B.13.2 The employer will continue to pay the employee the full amount of the employee's wage during the period of the employee's disability. The employee shall remit to the employer all monies received by the employee for compensation of loss of wages from WCB.
- B.13.3 Compensation does not include a disability pension or other final settlement award arising from such disability.

**B.14 PENSION CONTRIBUTIONS**

The Local Employers' Group will participate in the IWA Forest Industry Pension Plan. Contribution rates shall be as stated in and by the plan.

**B.15 LONG SERVICE RECOGNITION AND PHASED RETIREMENT PLAN**

- B.15.1 Employees fifty-five (55) years of age or older with ten (10) or more years of service with the employer will receive one (1) week's bonus salary at the current rate of pay for each two (2) years of the first fifteen (15) years of service and one (1) week of salary for each year of service after fifteen (15) years of service upon retirement from that employer.
  - B.15.1.1 Where an employee has reduced his / her hours of work during the last three (3) years before retirement the bonus shall be calculated based on their former regular weekly hours.
- B.15.2 The employer shall provide a severance package which will pay the premiums for one (1) year for employees described in B.15.1 above who retire and who choose to continue participation in medical, dental and extended health plans and who are not eligible for coverage elsewhere. Such coverage is as follows:

**Medical:**

- B.15.2.1 The retiree may elect either single, couple or family coverage.

**Extended Health Benefits:**

- B.15.2.2 An optical plan providing \$300.00 coverage every twenty-four (24) months for retiree, spouse and dependent children toward the purchase of corrective eyewear.
- B.15.2.3 The general extended health benefit will provide a lifetime maximum of \$25,000 for retiree, spouse and dependent children.
- B.15.2.4 To be eligible for the extended health benefit coverage, retirees and their spouse must be covered by a medical plan recognized by the Employer.
- B.15.2.5 The retiree may elect single, couple or family coverage.

## **Dental**

- B.15.2.6 Coverage will provide:  
Plan A - Basic services at 100% payment of services.  
Plan B - Prosthetic appliance and crowns and bridges at 80% payment of services.
- B.15.2.7 The retiree may elect either single, couple or family coverage.

## **Phased Retirement Plan**

- B 15.3 An employee wishing to participate in a Phased Retirement Plan will not lose their seniority while they are participating in the Phased Retirement Plan.
- B15.4 Phased Retirement Plan means a regular full-time employee starts working between 17 hours (minimum) and 19 hours (maximum) per week including vacation time. It is agreed that once a person enters the Phased Retirement Plan they must retire completely with no rights to recall prior to or upon expiration date of the second year. The actual work schedule will be mutually agreed upon by the local employer and the retiring employee.
- B.15.5 Any individual enrolled in the Phased Retirement Plan will have their Professional Development benefits under Section F.1 prorated based on their actual hours worked.
- B.15.6 Any individual enrolled in the Phased Retirement Plan will have their Discretionary Leave under Section G.11 prorated based on their actual hours worked.

## **B.16 DAMAGE/LOSS**

- B.16.1 When an employee uses a personal vehicle for Employer business the Employer will reimburse an employee 75% of the minimum ICBC deductible for vandalism, comprehensive or collision damage to an employee's motor vehicle while parked at the worksite or on Employer business, provided the damage is not the result of negligence on the part of the employee. A vehicle vandalism/damage form with the details of the damage is to be submitted to the President or designate. The receipt for repairs must be submitted before payment is made.
- B.16.2 The Employer will reimburse an employee for reasonable cleaning, repair or replacement of clothing or other personal items damaged as a result of work performed for the Employer.

## **B.17 EXPENSE ALLOWANCES**

- B.17.1 Employees will be reimbursed for expenses incurred when on authorized business of the Employer.
- B.17.2 Where the employee uses a personal vehicle for employer business, the employee shall be reimbursed at local employer rates.

- B.17.3 Where driving for the employer is requested and an ICBC rate class different from ICBC Rate Class 1 is required, the employer will pay the premium cost to upgrade from ICBC Rate Class 1 to the appropriate ICBC level.
- B.17.4 Employees who are not currently using their vehicles for employer business shall not be required to use their vehicles for employer business for the duration of this Collective Agreement.

## **SECTION C - EMPLOYMENT RIGHTS**

### **C.1 REDUCTION**

- C.1.1 A reduction in hours does not constitute a layoff.
- C.1.2 A reduction in hours will be effected in reverse order of local seniority.
- C.1.3 A reduction in hours will not result in a reduction of pay grade or benefits.
- C.1.4 The employer will give a minimum of twenty (20) working days' notice in writing of reduction of hours.
- C.1.5 An employee whose hours are reduced may choose, at the time of receipt of notice, to be placed on the bargaining unit recall list for a length of time not to exceed thirty (30) months for the sole purpose of access to additional hours.
- C.1.6 An employee whose hours are reduced by more than ten percent (10%) may choose, within forty (40) working days of receipt of notice, to be laid off in accordance with Article C.2 - Layoff and Recall. Such layoff will be effective twenty (20) working days following receipt of written request for layoff from the employee.

### **C.2 LAYOFF AND RECALL**

#### **Layoff**

- C.2.1 Layoff occurs where there is no longer work for an employee because of elimination of a position or return of an employee from leave.
- C.2.2 The employer will give a minimum of twenty-five (25) working days' notice, in writing, of layoff.
- C.2.3 When a layoff is effected, the employee(s) to be retained will be those who possess the greatest seniority provided they also possess reasonable qualifications for the remaining position.
- C.2.4 Employees in receipt of a layoff notice may be assisted in obtaining other employment by being given:
- a. adequate time off for interviews;
  - b. reasonable and appropriate use of telephone and photocopy services and the use of employer equipment;
  - c. a letter of reference.

## **Recall**

- C.2.5 Employees who are laid off will retain right of recall for a period of thirty (30) months from the date of the layoff.
- C.2.6 An employee's right to recall under this Article is lost if:
- a. the employee elects to receive severance pay; or
  - b. the employee twice refuses to accept a position of equal or greater time and equal or greater placement on the salary grid; or
  - c. thirty (30) months have elapsed from the date of layoff and the employee has not been recalled.
- C.2.7 An employee on the local recall list may request suitable training which would satisfactorily qualify the employee for an available position in the local office. Such requests will not be unreasonably denied.
- C.2.8 An employee on the local recall list will be eligible to participate in the employee benefit plans in which they are enrolled at the time of layoff. The full cost of these benefits will be paid by the employer for the first three (3) months and thereafter by the employee.
- C.2.9 The employer will, in order of local seniority, offer to employees on the local recall list, any vacant position for which the employee possesses the minimum qualifications necessary as specified in the job description.
- C.2.10 Where no local employee is on the recall list or no employee from the local recall list accepts an offer of re-engagement, the employer will, in order of bargaining unit seniority, offer an available position to employees on the bargaining unit recall list.
- C.2.11 An employee who has transferred to another position as a result of receiving a layoff notice or who has been previously recalled to employment from the recall list will be given first opportunity to return to their former position if it becomes vacant within thirty (30) months of layoff.

## **Severance Pay**

- C.2.12 An employee on the recall list as a result of a layoff may elect to receive severance pay at any time before the employee's right to recall is lost.
- C.2.13 An employee electing to receive severance pay will receive five (5) per cent of one (1) year's salary for each year of service or portion thereof preceding the date of layoff up to a maximum of one (1) year's salary.
- C.2.14 An employee who receives severance pay pursuant to this Article and who is subsequently rehired by the employer shall retain the severance payment. In such a case the calculation of seniority for severance purposes shall commence with the date of such rehiring.



### **C.3 SENIORITY**

- C.3.1 Seniority is defined as the aggregate length of service with the employer except for extended medical leave beyond five (5) years and parenthood leave beyond two (2) years.
- C.3.2 For purposes of seniority, part-time work shall be considered as full-time.
- C.3.3 Where the seniority of two (2) or more employees is equal, the order of seniority will be determined by the earlier start date.

### **C.4 ON CALL WORK**

- C.4.1 On call work may not exceed six weeks of continuous employment. Any extension will require approval of the union.
- C.4.2 **On call work shall be offered in the following manner:**
  - a. Present part-time employees of the local office who are qualified to do the work;
  - b. Employees on the Local recall list;
  - c. Local Employees on the On Call or the Joint On Call list;
  - d. Bargaining unit recall list.
- C.4.3 The Employer will maintain and keep updated Local On Call and Joint On Call lists and provide a copy to the Local Chairperson when any changes are made.
  - a. Any part-time employee currently working in an office shall be eligible to have their name added to the Joint On Call list.
  - b. Any LEU member hired to Lower Mainland and Fraser Valley Locals listed in C.5. will automatically be placed on the Joint On Call list.
  - c. The Joint On Call list will operate on a rotational callout basis, with new employees added to the bottom of the current existing list.
- C.4.4 Employees will have the right to refuse on call assignments.

### **C.5 EMPLOYEES ON CALL**

- C.5.1 Each employer will establish a list of qualified employees on call by May 1, of each year. A copy will be provided to the Local Employees' Union.
- C.5.2 Employees on call will be paid at Category A Step 0 rate.
  - a. Following 100 days of employment in the offices within LEG, employees on call will be paid at Category A, Step 1 rate.

- b. Following 200 days of employment in the offices within LEG, employees on call will be paid at Category A, Step 2 rate.
  - c. Following 300 days of employment in the offices within LEG, employees on call will be paid at Category A, Step 3 rate.
- C.5.3 Employees on call will receive six (6) per cent of their salary in lieu of benefits (including pay for leaves) and inclusive of vacation pay.
- C.5.4 Employees on call will be paid for statutory holidays in accordance with the Employment Standards Act.
- C.5.5 Employees on call will be credited with one day seniority for each full day of work, pro-rated for part-time. For purposes of seniority twenty (20) full days or equivalent worked will equal one month.
- C.5.6 Employees on call may be granted leaves without pay.
- C.5.7 Employees on call who, prior to coming into effect of this agreement, earned hourly wages greater than those set out in C.5.2 above shall continue to receive the higher wage when working in those locals which paid that wage.
- C.5.8 When an employer wishes to hire additional employees on call it will first notify other LEG offices in writing. The employer is not obligated to hire current LEU members before hiring outside candidates, but acknowledges that in matters related to hiring employees on call it will not make decisions in a manner which is arbitrary, discriminatory or in bad faith.
- C.5.9 An employer may remove an employee from its employee on call list if reasonable call out notice has been given and if that employee has been unavailable to work on four (4) callouts.
- C.5.10 The employers shall give a copy of Article C.4 and C.5 to each new employee at the time of hire.

## **C.6 MINIMUM CALL-OUT**

- C.6.1 An employee who reports to work will be paid a minimum of four (4) hours pay.
- C.6.2 An employee who has completed the work shift and left the worksite for the day and who is subsequently called out to work on that same day will be paid a minimum of an additional four (4) hours at overtime rates.

## **C.7 ASSIGNMENT OF DUTIES**

- C.7.1 Employees will be assigned duties by the local President or designate, consistent with the individual employee's job description and in consultation with the employee.

## **C.8 JOB SHARING**

- C.8.1 Job sharing is defined as the work of one position performed by two employees.
- C.8.2 Employees desiring job sharing will submit a job sharing proposal to the employer.
- C.8.3 The employer will not unreasonably deny any job sharing proposal.
- C.8.4 Benefit entitlements for participants in job sharing arrangements will be the same as for part-time employees.
- C.8.5 Two employees may present a proposal to share one position, or one employee may propose to share the position without proposing a job share partner. In the first case, the two employees shall share the position held by one of them, and the other position shall be posted as a vacancy and filled in accordance with this agreement.
- C.8.6 Variations on this, such as three employees proposing to share two positions, will be dealt with similarly. In the second case, the incumbent employee will identify the percentage of the position that they wish to fill themselves, and the remaining percentage shall be posted as a vacancy and filled in accordance with this agreement.
- C.8.7 Any job shared by two bargaining unit members shall revert to its prior status after one year unless formally renewed by the employees. If one participant to a job sharing arrangement leaves the position the remaining employee shall choose whether to revert to full-time or continue job sharing.
- C.8.8 Should the employee wish to continue with job sharing, the other portion shall be posted and filled as in Article E.1: Posting Vacancies and Article E.2: Filling Vacancies.
- C.8.9 All employees involved in job sharing arrangements will return to their previous positions when they end job sharing.
- C.8.10 Where one position has been shared for more than three (3) years it shall become two part- time positions.

## **C.9 PERFORMANCE EVALUATION**

- C.9.1 The purpose of the performance evaluation is to provide an accurate and objective measurement and record of performance. All evaluation reports on the work of an employee shall be in writing and shall be pursuant to this Article.
- C.9.2 An employee may receive a performance evaluation:
  - a. during the first year of employment with the local;
  - b. at other times if deemed necessary;
  - c. upon the request of the employee; but not more often than once every five years.

- C.9.3 The local Employer shall appoint an evaluator. In the case where the employee has a reasonable apprehension of bias, the employee may request a different evaluator as named by the directors of LEG.
- C.9.4 An employee shall be given at least ten (10) working days' notice of the commencement of an evaluation. A meeting to review the criteria and process, consistent with the Job Task List and Performance Evaluation form shall be held. The employer shall seek agreement with the employee on the scheduling of the evaluation.
- C.9.5 Each performance evaluation report on the work of the employee shall be drafted on the basis of a reasonable number of observations (not less than three (3) nor more than six (6)) of the employee at work.
- C.9.6 Periods chosen for observation shall not be at abnormal or inappropriate times. The employee shall have the opportunity to select at least two (2) of the observation times. No observations shall be made within the first two (2) months of employment in a local or within the first month after a job reclassification.
- C.9.7 The Performance Evaluation Form, Appendix IV shall be used for the performance evaluation, unless an alternate method of evaluation is mutually agreed upon.
- C.9.8 The content of the Performance Evaluation shall be a specific, objective description of the employee's work, consistent with the Job Task List and based on observations of the evaluator. Judgments shall be substantiated. Personal or Union activities not directly related to the work of the employee shall not be included in the evaluation.
- C.9.9 The employee shall be given a draft copy of the completed Performance Evaluation within ten (10) working days of the completion of the evaluation. The employee shall have the opportunity of meeting with the evaluator within ten (10) working days of receiving the draft to propose changes to the draft. The evaluator shall endeavor to complete the final report within ten (10) working days of any meetings under this clause.
- C.9.10 The employee may attach comments to the Performance Evaluation.
- C.9.11 A copy of the Performance Evaluation shall be forwarded to the Employee's Personnel File.
- C9.12 The employer and the employee, in consultation with the Local Employees' Union will formulate a plan of support for the employee who has less than satisfactory evaluation. Support will be defined as job shadowing a co-worker, extra training and/or professional development, and other measures mutually agreed to by the parties.
- C.10 **Discipline /Dismissal**
- C.10.1 The employer will not discipline or dismiss an employee bound by this agreement except for just and reasonable cause.
- C.10.2 The employee will be notified in writing of the grounds for discipline or dismissal prior to any action being taken. The Union will be sent a copy at the same time the employee is notified.

- C.10.3 Within ten (10) working days of the written notification, the employee will be provided an opportunity to respond at a meeting with the employer and a Union Representative.
- C.10.4 Any discipline or dismissal may be referred to the Grievance Procedure at Step Two.

## **SECTION D - WORKING CONDITIONS**

### **D.1 HOURS OF WORK**

- D.1.1 The standard weekly hours of work for full-time employees shall be thirty-five (35) hours per week.
  - D.1.1.1 The standard weekly hours shall be performed between Monday and Friday and shall not begin before 8:00 a.m. and end not later than 5:00 p.m.
  - D.1.1.2 The standard weekly hours of work for part-time employees shall be regularly scheduled hours.
  - D.1.1.3 Schedules shall not be altered except by agreement of the employee.
- D.1.2 Employees are entitled to a fifteen (15) minute break once in the morning and once in the afternoon. These breaks are considered as time worked and are with pay.
- D.1.3 Employees are entitled to an unpaid lunch break of not less than one half hour.
- D.1.4 Scheduling of breaks shall be done by mutual agreement. Should mutual agreement not be reached the matter will be referred to the joint liaison committee, referenced in A.17.1 for resolution.
- D.1.5 Breaks shall be duty free.

### **D.2 WORK YEAR**

- D.2.1 The standard work year for each employee (each local office) will be as defined in Appendix I and excludes Christmas Break (2 weeks); Spring Break (1 week); holidays and weekends.
- D.2.2 Any work beyond the standard work year will be established by the employer on an annual basis and determined by the needs of the local. Employees will be informed, in writing, of any such determination. Any such work shall be scheduled by mutual agreement.
- D.2.3 No employee shall accrue more than one year's credit for experience, seniority, increment for vacation or any benefits, in any year.
- D.2.4 Payment for work beyond the standard work year will be at the employee's regular hourly rate of pay (except where overtime is applicable) or time in lieu will be granted at a mutually agreed upon time.

### **D.3 ORGANIZATIONAL AND TECHNOLOGICAL CHANGE**

D.3.1 Organizational and technological change means changes introduced by the employer that significantly affect the terms, conditions and/or security of employment of any employee or alters significantly the basis upon which this agreement is negotiated.

D.3.1.1 The parties agree that organization and technological change should benefit both employers and employees and will not be introduced for the purpose of reducing the hours of employees.

D.3.2 The employer will notify and seek advice from the Union and employees affected by the intended organizational or technological change.

D.3.3 Should differences arise respecting the implementation of such changes, these differences shall be resolved through negotiation and/or by arbitration. Technological or other changes will not be introduced by the employer until these differences have been resolved.

D.3.4 Retraining will be at the employer's expense and will be during working hours. (See Article F.2 In-Service)

D.3.5 No employee will be assigned to a lower pay grade as a result of organizational and technological change.

### **D.3.6 SOCIAL MEDIA**

The implementation and utilization of social media shall be discussed and agreed upon by the local employer, LEG, the Union, and the employees of each work site. Such agreements shall honour past practice.

### **D.4 WORKING CONDITIONS**

D.4.1 The employer agrees to provide facilities which are clean, safe, secure, comfortable and conducive to an effective working environment.

D.4.2 The place of work shall be designated as a non-smoking environment.

D.4.3 The employees will be consulted regarding local office requirements including office equipment, safety and ergonomic equipment, furniture, computer software, timelines and priorities for the completion of work, workload, work areas, and office procedures and other factors that have an impact on working conditions. Employee requests will not be unreasonably denied.

D.4.4 Policies and procedures regarding the access to and security of worksite areas and equipment designated for the use of employee(s) or necessary for the performance of employee duties will be established in each local office.

### **D.5 STAFF MEETINGS**

D.5.1 Local employers and employees shall meet regularly to discuss issues that are of concern to either employee(s) or the employer.

- D.5.2 Staff meetings shall be held during employees' working hours.
- D.5.3 Staff meetings shall be held as needed but not less than once a month.
- D.5.4 New staff and/or a new incoming president will be required to attend a staff meeting for orientation and in order to plan and implement transition.

**D.6 HEALTH AND SAFETY**

- D.6.1 The Union and the Employer agree that regulations made pursuant to the Workers Compensation Act or any other statute of the Province of British Columbia pertaining to the working environment, will be fully complied with. First aid kits will be supplied in accordance with this section.

**D.6.2 Working Environment**

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. The Employer commits to investigate the use of environmentally friendly products.

It will be the Employer's responsibility to ensure that all working areas and employer-owned vehicles are maintained in a safe and clean condition.

**D.6.3 Responsibility**

- 1. The Employer and the Union acknowledge their common concern and responsibility for maintaining a safe and healthy working environment to prevent occupational injury and illness. In order to affect a thoroughly understood and accepted Safety and Health Program for employees at work, it is agreed that joint and cooperative methods shall be encouraged.

The Employer shall continue to make provisions for the health, safety and working environment of the employees. All employees, Plant Chairs, Co-Chair of the OHSC, appropriate Safety Representatives and/or Crew Safety Representative and representatives of the Union shall have the right to discuss matters dealing with health, safety and environmental conditions. Matters brought forward will be investigated promptly. To this end, a Joint Occupational Health and Safety will be established.

- 2. **Regulatory Compliance with Health and Safety**

It is agreed that Part 3 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this agreement. The employer and the union agree to abide by those provisions unless this agreement provides otherwise. Any failure to comply with the Legislation or the Regulation shall be a matter for referral to the grievance procedure pursuant to the collective agreement. The employer and the union agree that an arbitrator has jurisdiction to consider matters arising from the legislation or regulation.



### 3. **Reporting Unsafe Conditions**

The Occupational Health and Safety Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

#### **D.6.4 Safety Committee**

The Joint Occupational Health & Safety Committee (OHSC) shall be comprised of:

- (i) Where there are twenty (20) or more employees, at least four (4) members,
- (ii) Where there are fewer than twenty (20) employees, at least one (1) Union and one (1) Employer representative.

The Joint Committee must consist of worker representatives and employer representatives who have knowledge of the area they represent, and at least half shall be worker representatives. There shall be two (2) Co-Chairs; one (1) a Union representative and the other an Employer representative.

- (a) All serious incidents, dangerous occurrences and near miss incidents shall be investigated by persons knowledgeable in the type of work involved and the Co-Chair of the Plant OHSC or their designates.
- (b) The Employer and Union agree to fully cooperate with the OHSC and the Employer will provide reasonable facility to carry out inspections and investigations, and will provide access to all reports, plans and records pertinent to the work of the OHSC.
- (c) The Co-Chairs of the Joint Occupational Health & Safety Committee or their designates shall accompany a WorkSafe BC Inspector during workplace visits.
- (d) **Unresolved Safety Issues**

The Joint OH&S Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

- (e) **Joint Health and Safety Committee Recommendations**

The employer shall respond in writing within ten (10) working days, to any formal recommendation of the Joint Health and Safety Committee.

#### **Minutes**

- (a) They will provide and post minutes of all Joint Occupational Health & Safety Committee meetings within five (5) working days following such meetings, exclusive of Saturdays, Sundays and recognized holidays. The minutes will be jointly signed by the Co-Chairs of the OHSC or their designates and if

there are any disputes they shall be recorded in the minutes. The Joint OHSC minutes will be submitted to the Manager and Local Union.

(b) **The Employer shall post and keep posted:**

- i. the names and work locations of the joint committee members,
- ii. the reports of the 3 most recent joint committee meetings, and
- iii. copies of any applicable orders under this Division for the preceding 12 months.

D.6.5 **Pay For Meetings**

- (a) The Employer will pay straight-time rates, to employee members for the actual time spent in attending OHSC meetings outside of working hours.
- (b) Where OHSC meetings are held during working hours, with the consent of the Employer, the employees' time will not be deducted for attending such meetings, inspections or incident investigations.

D.6.6 **Right to Refuse Unsafe Work**

- (a) Notwithstanding the provisions of section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.
- (b) When a worker has refused to perform work under Paragraph (a) it is agreed that the procedures of section 3.12 of the Occupational Health and Safety Regulation will apply as if the worker had refused under the terms specified in the Act.
- (c) When a worker has refused to perform unsafe work either under the terms of this agreement or under the terms of section 3.12 of the Occupational Health and Safety Regulation, the employer shall not assign any other employees to use or operate the machine or thing, work in that place or perform the activity referred to in the work refusal unless:
  - i. the Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard,
  - ii. The other worker has been advised of the refusal of the employee concerned and of the reasons for the refusal; and
  - iii. The other worker has been advised of their right to refuse unsafe work
- (d) Employees who are due to work on a scheduled work period or shift after a shift during which there has been a stoppage of work arising from a work refusal are deemed, for the purpose of calculating wages and benefits, to be at work during their work period or shift.

#### D.6.7 **Workplace Violence/Aggressive Conduct**

Employees who, in the course of their duties, may be exposed to violence or aggressive conduct will receive training at the Employer's expense in recognizing and handling such episodes. The Employer will provide the employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace. The employee will be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including physical assault, will be made available to employees at no cost to the Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 15 days. Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by WorkSafeBC.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available. An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

#### D.6.8 **Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of their shift.

#### D.6.9 **Transportation of Accident Victims**

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer.

D.6.10 Whenever a Workers' Compensation Board Inspector is inspecting the Employer's premises, a Union member of the Safety Committee and a representative of the Employer will accompany them.

The Co-Chairs of the Joint Occupational Health & Safety Committee or their designate shall accompany a WorkSafe BC Inspector during workplace visits.

In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified and shall be permitted to have two of its representatives participate with the Joint Health & Safety Committee in the work place to conduct a full investigation into the fatality or injury. The two representatives can either be from the Local Union, District 3 office or a combination of both.

### **D.6.11 Snow Day Closure**

When, for safety concerns of staff and students, a School District elects to close all schools within that District for the day, LEU members in the Local associated with that District will not be required to attend work on that day and will incur no loss of pay.

## **SECTION E - PERSONNEL PRACTICES**

### **E.1 POSTING VACANCIES**

- E.1.1 All vacant positions will be posted for a period of not less than five (5) working days.
- E.1.2 A copy of all job postings will be sent to the union and to all employees on the recall list prior to the date of posting.
- E.1.3 Positions of less than six (6) weeks duration need not be posted. The position will be filled by casuals who are on the Local Union office casual list in order of seniority as per C.5 – Employees on Call.
- E.1.4 Each posting will include identification of the position to be filled, i.e. job title, work location, hours per week, start date and, if applicable, end date, required qualifications and any other salient information.
- E.1.5 If not filled internally, postings will be forwarded to all local offices covered by this agreement.

### **E.2 FILLING VACANCIES**

- E.2.1 The employer will fill vacancies in the following order (providing there are employees who possess reasonable qualifications):
  - a. from the local recall list;
  - b. from within the local office;
  - c. from the bargaining unit recall list;
  - d. from within the bargaining unit;
  - e. from outside applicants.
- E.2.2 Where more than one applicant in a priority above possesses the minimum qualifications specified in the job description for the position, seniority will be the determining factor. Where the selection is made under E.2.1.3 or E.2.1.4 above, seniority within the bargaining unit shall apply.
- E.2.3 The employer acknowledges that in matters related to hiring it will not make decisions in a manner which is arbitrary, discriminatory or in bad faith.

E.2.4 The employer will provide, on request, written reasons to an employee for a decision to appoint another applicant to a position.

### **E.3 TRANSFER / REASSIGNMENT**

E.3.1 Transfer occurs where an employee is reassigned to a different position in the local office.

E.3.2 The employer will give a minimum of twenty-five (25) working days' notice in writing.

E.3.3 Transfers will be effected in reverse order of seniority provided the employee possesses reasonable qualifications for the position.

E.3.4 Where an employee is transferred to a position at a lower pay grade, the employee will retain the current place on the salary grid.

### **E.4 COMPLAINTS REGARDING SERVICE**

E.4.1 Any complaint about the services of an employee shall be referred to the employee concerned.

E.4.2 In the event that the complaint is not satisfactorily resolved, the complaint may be referred to the local President.

E.4.3 The President shall first attempt to resolve the matter through informal means.

E.4.4 If such a resolution is not possible the employer or the employee may refer the matter to other relevant provisions of this Collective Agreement.

### **E.5 PERSONNEL FILES**

E.5.1 Employee personnel files at the Local Association office are confidential and will not be made accessible to any person other than the immediate supervisor.

E.5.2 Upon request, employees shall be granted access to their personnel files at a mutually agreed upon time with the right to include any material, including written comment, pertinent to the contents of the file.

E.5.3 The employer will provide the employee with a copy of any written material prior to placing it in the file.

E.5.4 Where material is of a disciplinary or adverse nature to an employee, the employee may request it be removed from the employee's file after one (1) year has elapsed. Unless there has been subsequent disciplinary action, such a request shall be granted.

E.5.5 All material to be placed on file shall be factual and relevant to the employment of the individual. Any material not factual and relevant shall be removed at the request of the employee.

E.5.6 Personnel files will not be removed from the local office.

## **E.6 CONFIDENTIALITY**

- E.6.1 The parties recognize that the employer and employee(s) have access to confidential information about the Association business, other employees and individual teachers.
- E.6.2 Confidentiality shall be respected by the employer(s) and employee(s).
- E.6.3 Policies and procedures regarding confidential information shall be established in each local office.
- E.6.4 Information about Association business, other employees and individual teachers is to be treated with utmost confidentiality. Any employee who has been deemed by the local executive to have acted negligently with respect to dissemination of personal information shall be dealt with according to the provisions of Article C.10.

## **E.7 HARASSMENT/SEXUAL HARASSMENT**

- E.7.1 The employer recognizes the right of all persons to work in an environment free from harassment and sexual harassment.
- E.7.2 Harassment is defined as any improper behaviour that is directed at another person, behaviour that demeans, intimidates, humiliates or is offensive to that person, conduct which has the effect of endangering a job or undermining performance or threats, vexatious questions or demands or other unpleasantness.
  - E.7.2.1 Harassment includes the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate.
- E.7.3 Sexual harassment is defined as any unwelcome sexual comment, look, suggestion, physical contact, real or implied sexually oriented action, including material of a sexual or sexist nature that has the effect of creating an uncomfortable environment in the workplace.
- E.7.4 No person shall be subject to reprisal, threat of reprisal or discipline as a result of filing a complaint of harassment or sexual harassment.
- E.7.5 The procedure for resolving complaints of harassment or sexual harassment shall be as follows:
  - E.7.5.1 Any complaint of harassment or sexual harassment shall be dealt with expeditiously and in strict confidence.
  - E.7.5.2 The complainant and/or alleged offender, if a member of the Union, shall be accompanied by a representative of the Union or colleague at all meetings in this procedure.
  - E.7.5.3 The complainant may choose to speak to or correspond directly with the alleged harasser in an attempt to resolve the matter.
  - E.7.5.4 In the first instance attempts may be made to resolve the matter informally.

- E.7.5.5 If the matter is not resolved through informal means, the complainant may refer the matter to the Chair of the Local Employers' Group and the Chair of LEU who will ensure that the complaint is investigated.
- E.7.5.6 Investigation dates shall be set with the first available investigator from the mutually agreed list within ten (10) working days of the receipt of the complaint.
- E.7.5.7 Upon receipt of the complaint, they shall notify the alleged harasser in writing of the complaint and provide notice of investigation.
- E.7.5.8 The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator be of the same gender as the complainant and where practicable the request will not be denied.
- E.7.6 The investigator shall be asked to provide both a report and recommendation to the LEG Chair and the Chair of LEU. The report shall remain confidential. The complainant shall be informed in writing that disciplinary action was or was not taken.
- E.7.7 The investigator's report and recommendations shall be implemented and may include:
  - E.7.7.1 **For the complainant:**
    - a. reinstatement of sick leave used as a result of harassment;
    - b. counselling;
    - c. other remedies recommended by the investigator.
  - E.7.7.2 **For the harasser:**
    - a. corrective action including discipline;
    - b. counselling;
    - c. courses or programs;
    - d. other remedies as recommended by the investigator.
- E.7.8 If the employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step Two of Article A.19: Grievance Procedure.

## **E.8 NON-DISCRIMINATION**

The employer does not condone and will not tolerate discrimination on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, health, marital or family status, disability, conviction for an offense for which a pardon has been granted, political affiliation or union membership or activity.

## **E.9 NON-SEXIST ENVIRONMENT**

- E.9.1 The union and the LEG recognize the right of all persons to work in a non-sexist environment and do not condone and will not tolerate any written or verbal expression of sexism.

- E.9.2 A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.
- E.9.3 The LEG and the union shall promote a non-sexist environment by providing resources to local offices.

**E.10 RESIGNATION**

An employee shall provide an employer with two (2) weeks written notice of the employee's intention to resign.

**SECTION F - PROFESSIONAL DEVELOPMENT / INSERVICE**

**F.1 PROFESSIONAL DEVELOPMENT**

- F.1.1 Five hundred dollars (\$500.00) per year per employee shall be provided for professional development to cover costs such as tuition and expenses. These funds may accumulate for a maximum of three (3) years.
- F.1.2 Up to three (3) release days with pay per year per employee shall be provided for such professional development activities.
- F.1.3 The fund shall be used to further the education, training and development of employees through conference/seminar/workshop attendance, and team building exercises.
- F.1.4 Any employee hired after **January 1<sup>st</sup>, 2002** shall be entitled to the benefits on a pro-rated basis.
- F.1.5 Leave for professional development shall be granted upon written request to the Local President. A minimum of two (2) weeks-notice shall be provided. Exceptional circumstances may be considered at the discretion of the Employer.

**F.2 IN-SERVICE**

- F.2.1 Employer required in-service is defined as, but not limited to, an activity the employer has requested an employee to participate in or an activity for which the employee's participation was necessitated by a change in office organization, computer software, job duties or technology.
- F.2.2 Employer required in-service will be done during the employee's work hours and at employer expense.
- F.2.3 Expenses will include registration costs, parking, accommodation, travel, meals, manuals, supplies and, where applicable, child care.
- F.2.4 If in-service cannot be arranged during working hours, employees will be compensated with equivalent time off at a mutually convenient time.
- F.2.5 Employer required in-service will not be considered Professional Development and will not be deducted from the Professional Development Fund.



## **SECTION G – LEAVES OF ABSENCE**

### **G.1 SICK LEAVE**

- G.1.1 Sick leave shall be considered as time worked for all terms and conditions of employment.
- G.1.2 Each full-time employee will earn sick leave credit at the rate of 1.5 days per month, pro-rated for part-time employees. Sick leave will be credited to the employee's sick leave entitlement on the date of commencement of employment and thereafter on the first of September of each year. New employees will be given an additional credit of five (5) days of sick leave entitlement upon commencement of employment.
- G.1.3 When an employee who has previously terminated employment with the employer or any other LEG employer is rehired within three (3) years, that person's sick leave entitlement as of the date of previous termination will be re-instated. This clause will not apply when the employee has taken severance pay.
- G.1.4 The employee shall maintain a monthly record of all sick leave and the employer shall review this record.
- G.1.5 An employee may be required, after three (3) days of absence, to produce a certificate or signed form from a duly qualified medical practitioner, for any illness, certifying that the employee is unable to carry out duties due to illness, together with the anticipated date of return. If the employer perceives an abuse of the sick pay entitlement by an employee participating in the Phased Retirement Plan, the employer may refer the issue to the Joint Liaison Committee referenced in Section A.17.
- G.1.6 Sick leave credits will be carried forward and accumulated with no maximum.
- G.1.7 Sick leave will be deducted from the employee's credits for the number of hours an employee is absent for reasons of illness or injury.
- G.1.8 For full-time employees, personal medical or dental appointments which cannot be met without absence from work and which require less than two (2) hours absence from work shall not be deducted from sick leave, to a maximum of 20 hours in a school year. When the absence exceeds two (2) hours, the entire absence shall be deducted from sick leave unless the employee chooses to make up the time.

### **G.2 SICK LEAVE CREDIT**

- G.2.1 Sick leave credits accumulated by employees in the service of their current employer will be recognized.
- G.2.2 Employees who have been credited sick leave of less than 1.5 days per month will be credited with sick leave accumulation to thirty (30) days, pro-rated for part-time.

### **G.3 EXTENDED MEDICAL LEAVE**

- G.3.1 An employee will be granted an extended medical leave of absence without pay, should the employee's accumulated sick leave credit be depleted. The employee may be required to produce a certificate or signed form from a duly qualified practitioner, certifying that the employee is unable to carry out duties due to illness, together with the anticipated date of return.
- G.3.2 An employee on extended medical leave will be entitled to continue participation in the benefit plan with the employer paying their share of the premium for the first three (3) months and the employee paying thereafter.

### **G.4 NOTIFICATION OF RETURN FROM LEAVES OF ABSENCES**

- G.4.1 An employee returning from an extended leave of absence shall provide written confirmation of intent to return at least thirty (30) working days prior to the end of the leave.
- G.4.2 An employee may request early return from leave, with placement to be made when and where possible. Such requests will not be unreasonably denied.

### **G.5 PREGNANCY/PARENTAL/ADOPTION LEAVE**

- G.5.1 Pregnancy, parental and/or adoption leave will be as set out in the Employment Standards Act. (See also Article G.6 Supplemental Employment Insurance Benefit Plan - Parenthood Leave for Pregnancy/Parental/Adoption)
- G.5.2 The employer will continue to pay its share of all benefit premiums during statutory pregnancy, parental and adoption leaves and will make arrangements for the employee to make payment of long term disability premiums where applicable. Pregnancy leave will be considered as employment for the purposes of seniority, salary increments, and annual vacation.
- G.5.3 An employee returning from pregnancy, parental and/or adoption leave will return to the position held prior to taking leave.
- G.5.4 If at the end of the pregnancy leave the employee is unable to return to work because of ill health, the employee will be entitled to go on sick leave in accordance with Article G.1.
- G.5.5 Upon request, an employee who does not receive benefits pursuant to the Supplemental Employment Benefit Plan will receive up to three weeks leave with pay on the birth or adoption of a child.

### **G.6 SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFIT PLAN for Pregnancy/Parental/Adoption**

- G.6.1 The employer will enter into and register Supplemental Employment Insurance Benefit Plan under the terms of the Employment Insurance Act for employees on pregnancy, parental and adoption leave.

- G.6.2 An employee's entitlement to Supplemental Employment Insurance Benefit Plan shall be a maximum of twenty-seven weeks (27).
- G.6.3 Supplemental Employment Insurance Benefits will be based on the employee's last full monthly salary.
- G.6.4 During the employment insurance waiting period, the employee shall be entitled to 95% of the employee's regular pay.
- G.6.5 Each subsequent week's benefit requires receipt of employment insurance benefits and shall be equivalent to:
  - G.6.5.1 85% of the employee's pay, less employment insurance benefit during Pregnancy Leave and Adoption Leave pursuant to Article G.5;
  - G.6.5.2 75% of the employee's pay, less employment insurance benefit during Parental Leave pursuant to Article G.5.
- G.6.6 The union and the LEG will review the operation of the Supplemental Employment Insurance Benefit Plan -- Pregnancy/Parental/Adoption if the law related to this plan changes during the life of the contract.

## **G.7 PARENTHOOD LEAVE**

- G.7.1 Upon request, an employee will be granted up to sixty (60) months leave without pay for parenthood leave.
- G.7.2 Employees on parenthood leave will be entitled to continue participation in the benefit plan with the employee paying the total cost of the premiums after the first six (6) months of leave.
- G.7.3 An employee returning from parenthood leave will return to the position held prior to taking leave.

## **G.8 EDUCATION LEAVE**

- G.8.1 An employee who has at least five (5) years of employment with LEG employers will, upon application, be granted leave without pay for up to ten (10) months for educational purposes.
- G.8.2 Education leave will be considered as employment for the purpose of seniority accumulation and increments in vacation entitlement.
- G.8.3 The employee will pay the full cost of benefits while on Educational Leave.
- G.8.4 An employee returning from educational leave will return to the position the employee held prior to taking leave.

## **G.9 COMPASSIONATE AND BEREAVEMENT LEAVE**

- G.9.1 Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family.

For the purpose of this article, “immediate family” means:

- a. the spouse (including common-law and same-sex partners), child, and stepchild (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
- b. Any person who lives with an employee as a member of the employee’s family.

G.9.2 In the event of long distance travel, major responsibility for funeral arrangements, or responsibilities as the Executor of the estate, up to an additional five (5) days leave with pay will not be unreasonably denied.

**G.9.3** In addition to leave provided in Article G.9.1 and G.9.2, the employer may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.9.3 – family member means;

- a. in relation to an employee:
  - i. a member of an employee’s immediate family;
  - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
- b. in relation to an employee’s spouse or common-law partner or same-sex partner:
  - i. the spouse’s parent or stepparent, sibling or stepsibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common-law partnership.

G.9.4 Five (5) days leave with pay will be granted for the purpose of visiting a terminally ill immediate family member.

G.9.5 Up to one (1) day with pay will be granted to attend the funeral of a relative, friend or colleague.

G.9.6 Additional compassionate leave with or without pay in the event of death or illness of other family members shall not be unreasonably denied.

## **G.10 FAMILY SICK LEAVE**

An employee will be entitled to draw from their bank of accumulated sick leave credits for absence due to the illness or injury of an immediate family member, as defined in Article G.9 Compassionate and Bereavement Leave when no other person in the employee's home can provide for the needs of the ill person.

## **G.11 DISCRETIONARY LEAVE**

G.11.1 Each employee is entitled to five (5) days of leave without loss of pay per year to attend to personal matters which cannot be met without absence from work.

G.11.2 Any employee hired after the signing of this Collective Agreement shall be entitled to the benefits on a pro-rated basis.

## **G.12 JURY LEAVE**

An employee who is called for jury duty or is subpoenaed as a witness will continue to receive their full pay. The employee will return to the employer any monies received for lost wages on days the employee is normally scheduled to work.

## **G.13 PERSONAL LEAVES**

### **G.13.1 Short Term Personal Leave**

An employee may be granted up to ten (10) days of personal leave without pay per year. Such requests shall not be unreasonably denied.

### **G.13.2 Long Term Personal Leave**

G.13.2.1 An employee may be granted up to one (1) year of personal leave without pay. Such request shall not be unreasonably denied.

G.13.2.2 An employee on long term personal leave will be entitled to continue participation in the benefit plans with the employee paying the total cost of the premiums.

G.13.2.3 An employee returning from a long term personal leave will return to the position held prior to the leave.

## **G.14 COMPASSIONATE CARE LEAVE**

1. For the purposes of this Article, "family member" means:

a) In relation to an employee:

i) a member of an employee's immediate family;

ii) an employee's aunt or uncle, niece or nephew; current or former foster parent, ward or guardian;

iii) the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

b) In relation to an employee's spouse:

- i) the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c) anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common-law partnership.
- 2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- 3. Compassionate care leave supplemental employment insurance benefits: When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
  - a) one hundred percent (100%) of the employee's current salary for the first two (2) weeks of the leave,
  - b) for an additional six (6) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
- 4. A medical certificate shall be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 7. Seniority shall continue to accrue during the period of the compassionate care leave.
- 8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

(Note: The definition of "family member" in clause 1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)

**G.15 CRITICAL ILLNESS OR INJURY LEAVE**

- 1. Upon request, the employer shall grant an employee unpaid leave to care for a family member whose health has significantly changed due to illness or injury;
  - a) up to sixteen (16) weeks to provide care or support to a family member who is 19 years of age or older

- b) up to thirty-six (36) weeks to provide care or support to a family member who is under 19 years of age
- 2. The leave shall be taken in units of one (1) or more weeks. The employee shall be entitled to take different periods of leave within the fifty-two (52) week period first day of leave is taken. If the life of the family member is still at risk after such time, the employee may take another leave.
- 3. A medical certificate shall be required to substantiate that the purpose of the leave is for providing care or support to a family member whose state of health has changed to the extent the family members life is at risk from the illness or injury.
- 4. The employee's benefit plans coverage will continue for the duration of the critical illness or injury leave; The employer shall pay, according to the pension plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the critical injury or illness leave.
- 5. Seniority shall continue to accrue during the period of the critical illness or injury leave.
- 6. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

**G.16 DOMESTIC VIOLENCE LEAVE**

Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that once there is reasonably sufficient proof from an employee who is in an abusive or violent situation, they will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.

- 1. In each calendar year, the Employer shall grant each employee paid leave for domestic violence and/or family violence without loss of seniority, for up to ten (10) days. The employee is entitled to up to four (4) months of unpaid leave.
- 2. Further to the above, the Employer agrees that requests for sick leave, vacation, lieu time and any other paid or unpaid leaves of absence submitted by employees, in order for them to deal with issues related to domestic violence, shall not be unreasonably denied.

3. The Employer, jointly with the Health and Safety committee, will implement workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns; as well as joint development of a pamphlet and other communication related to resources and supports regarding domestic violence to be distributed to employees.
4. The Employer will provide for counselling and referral to appropriate support services.
5. It is further agreed that privacy and confidentiality should be maintained, and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.
6. The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience or perceived experience of domestic violence.

**Signed on behalf of:**

**United Steelworkers Local 2009**

**Local Employers' Group**

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## **APPENDICES**

### ***Employee List - Appendix I***

<b>LOCAL</b>	<b>EMPLOYEE</b>	<b>PAY CATEGORY</b>	<b>WORK YEAR</b>	<b>CONTRACTED OUT</b>
Abbotsford	Susan Steinhilbert	D	SY + 2	Custodial
Abbotsford	Nicole Smith	D	SY + 2	
Abbotsford	Michelle Lineker	B	SY +	
Alberni	Christine Peffers	C	SY + 2	Custodial
Burnaby	Randy Fowler	B	SY + 4	(Cust/Maint)
Burnaby	Colleen Pawson	D	SY + 4	
Burnaby	Katie Thompson	D	SY + 4	
Burnaby	Karla Reilander	B	SY + 4	
Burnaby	Charmaine Eger	B	SY + 4	
Burnaby	Kirsty Whyte	B	SY + 4	
Campbell River	Michele Myers	D	SY + 3d	Custodial
Chilliwack	Monica Dahl	D	SY + 3	Custodial
Comox	Michelle Prior	D	SY + 2	Custodial
Cowichan	Janice Rowlings	D	SY	
Delta	Deborah Omand	C	SY + 2	
Delta	Marilyn Kelly	C	SY + 2	
Delta	Randy Fowler	B	SY + 1	Custodian
Delta	Jane Randazzo	C	SY + 2	
Langley	Trish Loney	D	SY + 2	Custodial
Langley	Shelley Vogel	C	SY + 1	
Langley	Angela Ericsson	C	SY + 1	
Langley	Shelley McKean	C	SY + 1	
Kamloops	Lana Rachev	C	SY + 2	
Kamloops	Erin McAllister	C	SY + 1	
Maple Ridge	Elaine Magus	D	SY + 2	Custodial
Maple Ridge	Brooke Waddell	B	SY + 2	
Maple Ridge	Kelly Devenne	C	SY + 2	
Mission	Cathy Vogel	D	SY + 2	Custodial
Mission	Brianna Lamont	B	SY + 2	
Nanaimo	Laura Hrynkiw	C	SY + 2	

Nanaimo	Tricia Grajek	C	SY + 2	
Nanaimo	Christina Andrews	C	SY + 2	
New Westminster	Yvonne Pepper	C	SY + 2	Custodial
New Westminster	Taryn Townshend	B	SY + 2	
New Westminster	Sue Gough	B	SY + 2	
New Westminster	Meaghan Chabot	B	SY + 2	
North Vancouver	Elizabeth Triggs	C	SY + 2	Custodial
North Vancouver	Debra Dennehy	C	SY +	
Prince George	Nancy Pilon	C	SY + 2	
Saanich	Audrey Hayes	D	SY + 2	Custodial
Saanich	Margaret Carr	D	SY + 2	
Vernon	Alana Pethick	C	SY + 2	

<b>Seniority List Appendix II</b>			
<b>Seniority</b>	<b>Employee</b>	<b>Local</b>	<b>Seniority Date</b>
	Randy Fowler	Burnaby	1983/02/05
	Cathy Vogel	Mission	1986/09/01
	Trish Loney	Langley	1992/01/13
	Lana Rachev	Kamloops	1992/02/23
	Monica Dahl	Chilliwack	1992/11/12
	Elaine Magus	Maple Ridge	1993/02/17
	Yvonne Pepper	New Westminster	1999/01/01
	Susan Steinhilbert	Abbotsford	1999/05/19
	Shelley Vogel	Langley	1999/06/04
	Janice Rowlings	Cowichan	2000/06/01
	Elizabeth Triggs	N. Vancouver	2000/08/28
	Deborah Omand	Delta	2001/04/05
	Christine Peffers	Alberni	2001/06/14
	Alana Pethick	Vernon	2003/12/08
	Marilyn Kelly	Delta	2006/04/20
	Nancy Pilon	Prince George	2008/12/15
	Michele Myers	Campbell River	2010/06/21
	Charmaine Eger	Burnaby	2011/03/03
	Colleen Pawson	Burnaby	2011/06/29
	Katie Thompson	Burnaby	2011/06/30
	Karla Reilander	Burnaby	2012/10/19
	Audrey Hayes	Saanich	2013/06/12
	Shelley McKean	Langley	2014/05/20
	Michelle Prior	Comox	2014/08/18
	Nicole Smith	Abbotsford	2015/04/16
	Tricia Grajek	Nanaimo	2016/02/01
	Laura Hrynkiw	Nanaimo	2016/11/01
	Brooke Waddell	Maple Ridge	2017/02/10
	Christina Andrews	Nanaimo	2017/05/23
	Brianna Lamont	Mission	2017/10/11
	Michelle Lineker	Abbotsford	2018/04/18
	Kirsty Whyte	Burnaby	2018/10/09
	Kelly Devenne	Maple Ridge	2018/11/29
	Angela Erickson	Langley	2018/11/30
	Taryn Townshend	New Westminster	2019/04/16
	Erin McAllister	Kamloops	2019/09/16
	Margaret Carr	Saanich	2019/10/18
	Sue Gough	New Westminster	2020/05/19
	Meaghan Chabot	New Westminster	2020/10/08
	Debra Dennehy	North Vancouver	2020/11/25
	Jane Randazzo	Delta	2020/11/30

**Casual/On Call List**

<b>NAME</b>	<b>HIRE DATE</b>	<b>LOCALS</b>
Michelle Lineker	2018/04/18	Abbotsford, Mission, Langley Maple Ridge
Sue Gough	2018/09/11	Abbotsford, Mission, Langley Maple Ridge, Delta, Burnaby, New Westminster, North Vancouver, Chilliwack
Heidi Massie	2018/10/20	Chilliwack
Angela Erickson	2018/11/30	All
Taryn Townshend	2019/04/16	Abbotsford, Mission, Langley, Maple Ridge, Delta, Burnaby New Westminster
Meaghan Chabot	2019/05/06	Mission, Langley, Maple Ridge, New Westminster
Susan Martin	2019/05/13	Abbotsford, Mission, Langley Maple Ridge
Terry Frank	2019/05/13	Abbotsford, Mission, Langley, Maple Ridge, Chilliwack, Delta

Chona Florano	2019/12/10	Abbotsford, Langley, Maple Ridge, Burnaby New Westminster, North Vancouver
Soula Paquet	2019/12/10	Langley, New Westminster, Delta
Dennine Pedersen	2019/08/27	Comox
Barbara Preston	2013/05/15	Nanaimo
Jennifer McNeil	2018/09/18	Nanaimo
Debra Dennehy	2020/11/25	North Vancouver
Jane Randazzo	2020/11/30	Delta

## **APPENDIX III**

### **Job Description Task List (A) Casual/On call Office Assistance**

**Under the supervision of other office staff and elected officers.**

#### **Word Processing**

(1) Types correspondence, memoranda, reports and other material relevant to TA business.

#### **Filing**

(1) Files preclassified materials in existing filing system.

(2) Adds to a newspaper clipping file.

(3) Assembles Staff Rep Binders.

#### **Office Reception**

(1) Receives and directs visitors and members.

(2) Answers general inquiries in person and takes messages (as defined under 'Phone').

(3) Sets up office for meetings.

#### **Phone**

(1) Answers general inquiries by telephone (subject to knowledge, experience).

(2) Channels calls to the appropriate TA personnel/departments.

(3) Takes messages and ensures that these are received by the appropriate personnel.

(4) Operates telephone answering machine.

#### **Mail In**

(1) May open and redirect Association mail. May sign for receipt of courier deliveries, including the processing of faxes received.

#### **Mail Out**

(1) Carries out Association mail outs to members, staff reps, teachers on call and other mailing, including the sending of faxes.

#### **Out of Office Errands**

(1) Does pick-ups and deliveries as requested/directed when necessary.

#### **Office Equipment**

(1) Operates computers, printers, typewriters, postage, fax and copy machines.

#### **Meetings**

(1) Formats, types and distributes notices of meetings.

(2) Types, copies and collates material for meeting agendas and minutes.

(3) Calls or emails to notify and remind persons of meetings.

(4) Books meeting rooms.

#### **Other**

(1) May perform other duties as assigned by supervising personnel, consistent with experience and qualifications.

## **Job Description Task List (B)**

Tasks performed include those for “Casual” employees, recognizing that direction and supervision from other office staff is not required.

### **Word Processing**

- (1) cont'd. including dictation transcription when necessary.
- (2) Designs and generates a variety of newsletters, posters etc. using desk top publishing.
- (3) Prepares staff lists, rep. lists, fax cover sheets, labels, etc.

### **Fax**

- (1) Sends, receives and distributes Fax documents.

### **Filing**

- (1) (Revised) Maintains files on committee agendas and is responsible for safekeeping of permanent record of committee minutes and financial records.
- (2) Maintains and updates Staff Rep binders as needed; researches and collects updated information from appropriate sources; updates local information throughout binders as needed.
- (3) At year end, in consultation with elected officials, discards all but historically relevant materials and, where appropriate, incorporates committee chairs' files into office files.

### **Forms, Membership**

- (1) Assists with the completion of forms and applications relating to membership.

### **Phone**

- (1) cont'd. (addresses, telephone numbers, claim forms etc.) regarding benefits, certification, scholarships, meetings, Collective Agreement, Policy, Constitution, postings, BCTF contacts, workshops and other matters relevant to TA business.

### **Mail Out**

- (1) cont'd. Organizes and...
- (2) Assesses necessary time of receipt and chooses delivery method accordingly, i.e. couriers, in person delivery, regular mail, email.
- (3) Composes correspondence, reports and memos as directed. May draft memos on own initiative for approval.

### **Catalogue**

- (1) Catalogues and maintains Association's Library.
- (2) Accumulates, assembles and indexes a wide variety of information from such sources as: pamphlets, reports, books and newspaper clippings; sets up and maintains alphabetic, numeric and subject files.

### **Database**

- (2) Updates membership database as changes are necessary.
- (3) Annually collects and distributes changes in school data as necessary.
- (4) Ensures that School Board, TA and BCTF member records coincide.

### **Appointments**

- (1) Arranges meeting times and appointments for Release Time Officers as requested OR using office schedules, advises when meetings are possible, subject to confirmation.

### **Meetings**

- (1) Arranges and records committee meeting dates.
- (3) cont'd. and maintains historical files of same.
- (5) Maintains supply of refreshments in the office.
- (6) Books accommodation and travel as necessary.
- (7) Arranges catering and refreshments as required.
- (10) (Optional) Acts as recording secretary at TA meetings, as determined by the local.

### **Newsletters** (for external publication)

- (1) Oversees typesetting of articles to be included.
- (2) Layout, design and some editing of Newsletters, requiring use of Desktop publishing to generate camera ready copy.
- (3) Communication with printers.
- (4) Distribution to members.

### **Organization of Special Events**

- (1) Organizes Special events such as New Teachers' Reception, Retirement events, Christmas Socials, including invitations, R.S.V.P.'s, facilities, refreshments, gifts and presentations.
- (2) Prepares introductory packages for new teachers, including Membership Certificate and letter from BCTF and local information as determined by the TA.

### **Bargaining/Grievances**

- (1) Assists Bargaining Chairperson; prepares and copies material for negotiations.
- (2) Assists Grievance chairperson, processes grievance correspondence, prepares materials for grievance meetings.

### **Scholarships (Optional)**

- (1) Ensures that all scholarship information is received by schools as needed, arranges for selection meetings, receives and publishes names of winners, monitors payment of scholarships.

### **Office Equipment**

- (1) Ensures that equipment is running well, arranges for repair and maintenance in accordance with office practices; i.e. service contracts etc.

### **Job Description Task List (B) Janitor**

#### **Indoor Maintenance**

- (1) Maintain offices and building in a clean, safe condition.
- (2) Cleans light fixtures, replaces bulbs.
- (3) Performs minor renovations and painting as requested.

#### **Outdoor Maintenance**

- (1) Performs outdoor maintenance including shoveling snow, weeding gardens, removing litter, etc.

#### **Meeting Set-up**

- (1) Sets up chairs, moves office furniture as requested.
- (2) Contact person for after-hours opening and closing of office for meetings.

#### **Security**

- (1) Emergency contact after hours for security.

**Delivery**

- (1) Delivers to and from School Board Office.

**Job Description Task List (C)****Accounting/Payroll**

- (1) Assesses accuracy of invoices, writes cheques, obtains signatures and distributes cheques.
- (2) Posts all transactions to accounting system.
- (3) Monitors accounts receivable.
- (4) Balances monthly bank statements with cheques.
- (5) Banking - Conducts deposits and account transfers, change of signatories.
- (6) Prepares spread sheets and other budget accountability information for distribution at meetings.
- (7) Answers questions of chairpersons regarding committee expenses.
- (8) Prepares reports and materials for auditor; may attend meetings with auditor.
- (9) Monitors Petty Cash.
- (10) Ensures that all available grants from BCTF are being accessed; notifies Executive of parameters each grant when necessary; files for grants.
- (11) Oversees members' advances and repayment schedules, in accordance with established procedures.
- (12) Submits recommendations to EC re: accounting procedures in order to improve efficiency of the TA.
- (13) Optional: Assists, advises EC in preparation of annual budget.
- (14) Maintains records of casual workers' hours.
- (15) Calculates, invoices and distributes payment of/to casual workers.
- (16) Submits payroll to payroll provider.

**General**

- (3) Provides historical perspective on all levels of office systems and TA business.

**Internet**

- (1) Operates computer Internet system.
- (2) Channels Internet messages to the appropriate personnel.
- (3) Obtains software from BCTF for home computers and may train new TA personnel for independent use of Internet.
- (4) Webpage Maintenance.

**Inventory, Supplies**

- (1) Orders inventory and purchases as required.
- (2) Checks deliveries and subsequent invoices.
- (3) Forecasts supply expenses for each year's TA budget allocation.

**Filing/Archives**

- (4) At year end, with appropriate consultation, discards all but historically relevant materials and, where appropriate, incorporates committee chairs' files into office files.

**Database**

- (1) Designs database(s) to accommodate member records and other needs of the TA.



**Office Security**

- (1) Opens and secures the office and (as appropriate) the building.
- (2) Emergency contact for building security.

**Furniture, Equipment**

- (2) Forecasts and recommends office furniture and equipment needs for annual budget allocations.

**Computer**

- (1) Carries out regular maintenance of computer operating system, including organizing, setting up and using directories, menu systems, backups and transferring data to other computer stations.
- (2) Engages in ongoing training in order to apply and operate all applicable and current computer software.

**Professional Development (Optional)**

- (1) Establishes database and enters information regarding PD requests and approvals.
- (2) Processes PD requests and approvals, consistent with established local policies.
- (3) Assists teachers to complete forms and applications relating to PD.
- (4) Confirms enrollment in workshops.
- (5) Keeps books and/or records of reimbursements for PD activities.
- (6) Designs and supervises production and distribution of PD workshop option booklets for members.

**Strata (Optional)**

As established through local structures and procedures; may

- (1) Draw up leases or rental agreements between tenants and the association and notify tenants of renewal dates.
- (2) Report to President or committee of tenants concerns and arrange for repairs or maintenance as approved.
- (3) Prepare year end reports for Strata Council. (monies expended, repairs done etc.)
- (4) Advise local of issues to be raised at Annual Strata Council General Meetings.

**Job Description Task List (D)****Filing/Archives**

- (1) At year end, without consultation, discards all but historically relevant materials and, where appropriate, incorporates committee chairs' files into office files.

**Computer**

- (1) Evaluates software new to the market; decides which, if any will enhance office work flow and, with notification to the President and in accordance with budget allocations and local procedures, orders same.
- (2) Forecasts hardware and software expenses for budget requests/allocations.

**Professional Development/Convention (Optional)**

- (1) Initiates and responds to contacts with potential presenters and confirms presentation times.

**Bargaining/Grievances**

- (1) Provides applicable statistics from database; undertakes some research.
- (2) Optional - catalogues and tracks status/activity on each grievance and discusses this with Executive member in charge.
- (3) Assigns numerical and title designations to grievances and maintains files.

**Executive Assistant**

- (1) Engages in research and report writing, involving information gathering and follow-up from multiple sources, including surveys and data analysis.
- (2) Attends and/or participates in TA committees, functioning as required and as time permits. (As required by the TA.)
- (3) Assists members with details of some or all of the following: leaves of absence, job sharing, maternity, EI, WCB, PD, Salary Indemnity, Pensions, benefits (including costs and coverage), sick leaves, retirement, resignation, and other contractual provisions.

**Accounting**

- (1) Advises President and Treasurer when monies are sufficient to allow for investment options, suggests options and ensures that such funds are reinvested.
- (2) Drafts budget and presents to Executive Committee.

**APPENDIX IV**

**Performance Evaluation Form**

	Excellent	Good	Satisfactory	Needs Improvement	Poor	N/A	Comments
<b>KNOWLEDGE</b> Knowledge of duties that employee brings to the job							
<b>QUANTITY OF WORK</b> Amount of work completed							
<b>QUALITY OF WORK</b> Accuracy and thoroughness							
<b>PLANNING OF WORK</b> Work performed in an efficient order, maintains schedules, meets deadlines							
<b>ADAPTABILITY</b> Ease with which employee follows directions and adapts to change							
<b>COOPERATION</b> Reaction to direction from Supervisors							
<b>INDEPENDENCE</b> Amount of supervision required							

<b>INITIATIVE</b> Suggests new methods, techniques etc.							
<b>COMMUNICATION SKILLS</b> Ability to communicate with appropriate parties.							
<b>SAFETY</b> Follows appropriate accident prevention procedures							
<b>PUNCTUALITY</b> Tardiness, length of breaks							

**APPENDIX IV Continued....**

In what part of the job has the employee been most successful?

In what part of the job could the employee improve?

What training or development would assist the employee in performing duties?

General comments from evaluator or employee.

**APPENDIX V**

**BC Employment Standards Act – Pregnancy Leave / Parental Leave**

**PREGNANCY LEAVE - ACT PART 6, SECTION 50**

**Contents:**

- [Summary](#)
- [Text of Legislation](#)
- [Policy Interpretation](#)
- [Related Information](#)

**Summary**

This section explains a pregnant employee’s entitlement to unpaid leave and the length of the leave. Maternity leave entitlements increased on May 17, 2018. This section also explains how the increased entitlements affect birth mothers who had requested the former pregnancy leave or were on pregnancy leave as of May 17, 2018.

**Text of Legislation**

**50.** (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins

- (a) no earlier than 13 weeks before the expected birth date, and
- (b) no later than the actual birth date

and ends no later than 17 weeks after the leave begins.

(1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

(2) An employee who requests leave under this subsection after the termination of the employee’s pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

(3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).

(4) A request for leave must

(a) be given in writing to the employer,

(b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

### **Policy Interpretation**

This leave is granted to pregnant employees. Maternity leave is available to all pregnant employees, regardless of the length of their employment. The leave is without pay.

If the employee gives birth after the expected due date, the length of the leave is not extended.

In addition to the leave granted under s.50(1), (1.1), or (2), an employee can apply for an additional six weeks' leave under s.50(3), where appropriate.

The employee may request, and the employer may grant, a longer period of leave under this Part. A leave granted in excess of the required minimum does not relieve the employer of its obligations under s.54 of the Act.

Section 51 provides parents with additional statutory rights to Parental Leave.

### **Subsection (1)**

An employee is entitled to up to 17 weeks of leave without pay, which may begin at any time up to 13 weeks prior to the **expected date** of delivery.

### **Subsection (1.1)**

An employee who requests leave after the birth of her child is entitled to up to 17 weeks of leave without pay. The leave cannot begin before the date of the birth and ends 17 weeks after the date of birth.

### **Subsection (2)**

An employee who requests leave after the termination of a pregnancy is entitled to six consecutive

weeks of leave without pay. Also see s.50(3).

### **Subsection (3)**

An employee who is unable to return to work after the end of a leave taken for reasons related to the birth of a child or the termination of a pregnancy is entitled to a further six consecutive weeks of leave.

### **Subsection (4)**

Although the Act says that a request for leave must be in writing, the courts and the Employment Standards Tribunal have clearly stated that failure to do so does not take away the employee's right to leave under this Part. The Act is benefits-conferring legislation. One of the purposes of the Act set out in s. 2(f) is "to contribute in assisting employees to meet work and family obligations."

These decisions have clearly stated that it would be unjust to deny such a fundamental and important benefit such as maternity leave to an employee because of their failure to fulfill the technical and formal requirement to put their request in writing.

Employees are encouraged to provide notice in writing to their employers in the interests of encouraging open communication between employers and employees and promoting fair treatment of all parties. Employers may ask for a medical practitioner's or nurse practitioner's certificate confirming the expected birth date, the date the pregnancy terminated or the reasons for requesting additional leave under subsection (3).

The period of leave is determined by the employee, not the employer. If an employee meets the requirements set out in the Act, the employer must grant the leave on the dates requested.

The proposed leave cannot begin earlier than 13 weeks before the expected date of birth. An employee can elect to begin their leave on any date from this date up to the actual date of birth.

### **Subsection 5**

Employers may ask for a medical practitioner's or nurse practitioner's certificate if an employee on leave proposes to return to work earlier than six weeks after giving birth.

### **Changing maternity leave**

Once an employee has begun maternity leave, they may wish to change the length of their leave.

- If the employee wishes to return to work within 6 weeks after the birth has occurred, under s.50(5), the employer may request that the employee provide a medical practitioner's or nurse practitioner's certificate stating the employee is able to return to work.
- The employee may extend the leave for reasons related to the birth or the termination of their pregnancy. They may request up to 6 weeks of additional leave under s.50(3). They can submit one or more requests, but the total of the additional time requested cannot be more than 6 weeks. Unless requested by the employer, the employee does not have to provide a medical certificate.
- The employee does not have to be physically unfit to request an extension; they merely have to be unable to return to work "for reasons related to the birth or the termination of the pregnancy." The words "relating to the birth" cover all aspects of giving birth or caring for a new baby, including physical, psychological, and emotional difficulties encountered by the baby or the



pregnant employee. The words “related to the termination of the pregnancy” cover all aspects of medical issues, including physical, emotional or psychological loss or complications.

If the employee wants to return earlier, the employer and employee are encouraged to reach an agreement. This agreement should meet the employee's needs and also allow the employer to accommodate business needs and to treat the employee's temporary replacement fairly.

Similarly, if an employee originally requested a shorter maternity leave and decides after the baby arrives that they would like to take up to the 17 weeks permitted by the Act, the parties are encouraged to reach a mutual agreement. Section 54 of the Act requires an employer to "give an employee who requests leave ... the leave to which the employee is entitled."

### **Transition Provisions – May 17, 2018**

5 (1) In this section:

"current section 50" means section 50 of the *Employment Standards Act* as it reads on the date this section comes into force;

"eligible employee" means an employee who is pregnant with a child who has an expected birth date between 11 and 21 weeks after the date this section comes into force;

"previous section 50" means section 50 of the *Employment Standards Act* as it read on the date immediately before the date this section comes into force.

(2) If, on the date this section comes into force, an eligible employee who has not requested leave under subsection (1) of previous section 50 proposes to begin leave between 11 and 13 weeks before the expected birth date of the child,

(a) subsection (4) (b) of current section 50 does not apply to a request for that leave, and

(b) the eligible employee must give the written request for that leave to the employer as soon as practicable.

(3) If, on the date this section comes into force, an eligible employee

(a) has requested leave under subsection (1) of previous section 50 but has not yet begun the leave, and

(b) proposes to begin the leave between 11 and 13 weeks before the expected birth date of the child,

current section 50 applies with respect to the leave, except that the employee's request for leave under subsection (1) of previous section 50 is deemed to be a request for leave under subsection (1) of current section 50, made in compliance with subsection (4) (b) of current section 50.

(4) If, on the date this section comes into force, an employee is on leave under subsection (2) of previous section 50 in relation to the birth of the child, current section 50 applies with respect to the leave, except that the employee is entitled to up to 17 consecutive weeks of leave as set out in subsection (1.1) of current section 50, minus the period of time already taken under subsection (2) of previous section 50.



## **Policy Interpretation – Transition Provisions – May 17, 2018**

If an employee who is pregnant and whose due date is between August 2, 2018 and October 11, 2018 has not yet requested leave as of May 17, 2018 but proposes to begin their leave between 11 and 13 weeks before the birth of the child, the requirement to make the request at least four weeks before the day the employee proposes to go on leave does not apply. Instead the eligible employee must give notice as soon as practicable.

If an employee who is pregnant and whose due date is between August 2, 2018 and October 11, 2018 has already requested leave as of May 17, 2018 but has not yet begun the leave, and proposes to begin the leave between 11 and 13 weeks before the birth of the child, the request is deemed to comply with the requirement in subsection 4(b) to give four weeks' notice.

If, as of May 17, 2018 an employee is on a six-week leave because they requested leave after the birth of her child, they are entitled to a 17-week leave, minus the amount of time they have already been on leave as of May 17, 2018.

### **Terms and conditions of employment protected**

Section 54 provides that an employer cannot terminate an employee or change a condition of employment without the employee's written consent as a result of a leave under this Part. See also s. 56 for an explanation of the effects of leave under this Part on employment and benefit payments. If the employer's business operations have been suspended or discontinued at the time the employee's leave ends, the employer must comply with s.54(2) when operations resume.

In the event of a contravention under this Part of the Act, the director may order a remedy in a determination under s.79(2). The determination will include an escalating monetary penalty, subject to s.98.

### **Employees covered by a collective agreement**

**WHERE THERE IS A COLLECTIVE AGREEMENT, DISPUTES RESPECTING THE APPLICATION, INTERPRETATION OR OPERATION OF PART 6 MUST BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE, NOT THROUGH THE ENFORCEMENT PROVISIONS OF THE ACT.**

## **PARENTAL LEAVE - ACT PART 6, SECTION 51**

### **Contents:**

[Summary](#)

[Text of Legislation](#)

[Policy Interpretation](#)

[Related Information](#)

### **Summary**

This section explains who is entitled to parental leave, the length of the leave and how the employee must request the leave. Parental leave entitlements increased on May 17, 2018. This section also explains how the increased entitlements affect parents who had requested parental leave or were on parental leave as of May 17, 2018.

### **Text of Legislation**

**51.** (1) An employee who requests leave under paragraph (a), (b), or (d) of this subsection is entitled to,

(a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and the employee agree otherwise, immediately after the end of the leave taken under section 50,

(b) for a parent, other than an adopting parent who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children,

(c) [Repealed 2011-25-327(c).]

(d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a) or (b) , be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

### **Policy Interpretation**

Birth parents and adopting parents are entitled to leaves of absence without pay to care for newborn or newly-adopted children. The right to parental leave under this Part is available to all eligible employees regardless of how long they have been employed.

An employee is entitled to apply for parental leave under this Part, providing the employee is either the:

- Parent of an expected newborn child; or
- Adopting parent of a child placed or about to be placed with the parent for the first time.

One period of parental leave is available for each parent. Both parents are entitled to take the full leave allowed under this section. A parent giving birth who takes maternity leave must commence their 61 week parental leave at the end of their maternity leave unless both the parent giving birth and their employer agree to a different date. Other parents are entitled to 62 weeks of consecutive leave which must be commenced within 78 weeks of the child's birth.

An adopting parent is entitled to 62 weeks of leave, which must be commenced within 78 weeks of the date the child is placed with the parent.

In the case of multiple births, or more than one child being placed with adoptive parents at the same time, only one leave under this Part is allowed. A surrogate mother and a foster parent are not entitled to parental leave under this section. A surrogate mother is entitled to maternity leave under s.50 of the Act.

### **Subsection (1)**

A request for parental leave is separate from a request for maternity leave. The two notices can be submitted together, but the parent giving birth should make it clear they are requesting the two leaves. The duration of parental leave under this Part is as follows:

#### **Birth mother**

##### **If maternity leave under s.50 of the Act is taken:**

- Up to 61 consecutive weeks

- Parental leave must begin immediately following the end of pregnancy leave unless the employee and employer agree otherwise.

**If maternity leave under s.50 of the Act is not taken:**

- Up to 62 consecutive weeks
- Parental leave may begin any time within 78 weeks after the child's/children's birth

**Parents other than adopting parents**

- Up to 62 consecutive weeks
- Parental leave may begin any time within 78 weeks after the child's/children's birth

**Adopting parents**

- Up to 62 consecutive weeks
- Parental leave may begin any time within 78 weeks after the child or children are placed with the parent.

An adopting parent may be the same-sex partner of an adopting parent or birth parent.

A child who is still in hospital or in a foster home is not considered to be placed with the parent, even though the parent may have custody. If a parent adopts a foster child, the entitlement to parental leave begins on the date the adoption becomes effective.

**Subsection (2)**

If a child, either natural or adopted, suffers some physical, psychological, or emotional difficulty, both parents of the child may apply for up to 5 consecutive additional weeks of unpaid leave, to be taken immediately after the end of their parental leaves.

**Subsection (3)**

Although the Act says that a request for leave must be in writing, the courts and the Employment Standards Tribunal have clearly stated that failure to do so does not take away the employee's right to leave under this Part. The Act is benefits-conferring legislation. One of the purposes of the Act set out in s. 2(f) is "to contribute in assisting employees to meet work and family obligations."

These decisions have clearly stated that it would be unjust to deny such a fundamental and important benefit such as parental leave to an employee because of a failure to fulfill the technical and formal requirement to put the request in writing.

Employees are encouraged to provide notice in writing to their employers in the interests of furthering open communication between employers and employees and promoting fair treatment of all parties.

Employers may ask for a medical practitioner's or nurse practitioner's certificate confirming the employee's entitlement to the leave. In the case of a request for additional leave, the employer may ask for a certificate confirming the need for it. This 5-week additional consecutive leave is only available as an extension of parental leave.

The period of leave is determined by the employee, not the employer. If an employee meets the requirements set out in the Act, the employer must grant the leave on the dates requested.

## Subsection (4)

A parent giving birth has a basic entitlement to 17 weeks of maternity leave under s.50(1). If this parent takes the maximum maternity leave of 17 weeks followed by parental leave of 61 weeks, their combined entitlement is 78 weeks, which can be extended in special circumstances as follows:

- additional 6 weeks under s.50(3) **Maternity leave**; and
- additional 5 weeks under s.51(2) **Parental leave**

Extending parental leave does not reduce entitlement to maternity leave and vice versa.

Parental leave ends at the expiry of the statutory entitlement, or earlier if a child is no longer under the legal care of the parent on leave.

### Examples:

- A parent is on 61 consecutive weeks of unpaid parental leave. The child is placed for adoption. The parental leave ends upon the placement of the child for adoption as the birth parent is no longer caring for the child.
- A parent is on 62 consecutive weeks of unpaid parental leave. The child dies. The parental leave ends upon the death of the child as the parent is no longer caring for the child. The parent is entitled to up to 104 weeks' leave respecting the death of a child. (See section 52.4)

The Act does not have specific provisions addressing changes to the duration of parental leave once leave has commenced. If an employee wishes to change the length of a leave the parties are encouraged to reach a mutual agreement. Section 54 of the Act requires an employer to "give an employee who requests leave ... the leave to which the employee is entitled."

## Transition provisions – May 17, 2018

6 (1) In this section:

**"current section 51"** means section 51 of the *Employment Standards Act* as it reads on the date this section comes into force;

**"eligible employee"** means an employee who is

(a) a parent of a child or children born on or after December 3, 2017, or

(b) an adopting parent of a child or children placed with the adopting parent on or after December 3, 2017;

**"previous section 51"** means section 51 of the *Employment Standards Act* as it read on the date immediately before the date this section comes into force.

(2) If, on the date this section comes into force, an eligible employee has requested leave under subsection (1) of previous section 51 in relation to the birth or adoption of the child or children referred to in the definition of "eligible employee", but has not yet begun the leave, current section 51 applies with respect to the leave.



(3) If, on the date this section comes into force, an eligible employee described in paragraph (a) of the definition of "eligible employee" is on leave under subsection (1) (a) of previous section 51 in relation to the birth of the child or children referred to in paragraph (a) of the definition of "eligible employee", current section 51 applies with respect to the leave, except that the eligible employee is entitled to up to 61 consecutive weeks of leave as set out in subsection (1) (a) of current section 51, minus the period of time already taken under subsection (1) (a) of previous section 51.

(4) If, on the date this section comes into force, an eligible employee is on leave under subsection (1) (b) or (d) of previous section 51 in relation to the birth or adoption of the child or children referred to in paragraph (a) or (b) of the definition of "eligible employee", current section 51 applies with respect to the leave, except that the eligible employee is entitled to up to 62 consecutive weeks of leave, as set out in subsection (1) (b) or (d), as applicable, of current section 51, minus the period of time already taken under subsection (1) (b) or (d), as applicable, of previous section 51.

### **Policy Interpretation – Transition Provisions**

If, as of May 17, 2018, an employee has requested parental leave for a child who was born on or after December 3, 2017, but has not yet begun the leave, the parent giving birth is entitled to 61 weeks of parental leave and other parents are entitled to 62 weeks of parental leave.

If an employee who is the parent giving birth of a child born on or after December 3, 2017, and who took pregnancy leave, is on parental leave as of May 17, 2018, they are entitled to take up to 61 weeks of leave, minus the amount of time already taken as of May 17, 2018.

If, as of May 17, 2018, an employee who did not take pregnancy leave is a parent of a child born or placed with an adopting family on or after December 3, 2017 and is on parental leave, the employee is entitled to take up to 62 consecutive weeks of leave, minus the amount of time already taken as of May 17, 2018.

### **Terms and conditions of employment protected**

Section 54 provides that an employer cannot terminate an employee or change a condition of employment without the employee's written consent as a result of a leave under this Part. See also s.56 for an explanation of the effects of leave under this Part on employment and benefit payments. If the employer's business operations have been suspended or discontinued at the time the employee's leave ends, the employer must comply with s.54(2) when operations resume

In the event of a contravention under this Part of the Act, the director may order a remedy pursuant to Section 79(2). The determination will include an escalating monetary penalty, subject to s. 98.

### **Employees covered by a collective agreement**

Where there is a collective agreement, disputes respecting the application, interpretation or operation of Part 6 must be resolved through the grievance procedure, not through the enforcement provisions of the Act.

## **APPENDIX VI**

### **Local Employers' Group Benefit Plan Summary – Policy #217093**

#### **EMPLOYEES BETWEEN AGES 45-54**

##### **Life Claims:**

The Great-West Life Assurance Company  
Attn: Group Life Claims  
60 Osborne Street North  
Winnipeg, Manitoba  
R3C 3A5

##### **Health & Dental Claims:**

The Great-West Assurance Company  
Select Benefit Services  
P.O. Box 3050  
Winnipeg, Manitoba  
R3C 0E6  
(800) 957-9777 or (800) 990-6654  
TTY line (for the hearing impaired)

##### **Disability Claims:**

The Great-West Assurance Company  
Attn: Disability Management Services Office  
255 Dufferin Avenue – 7<sup>th</sup> Floor  
London, Ontario  
N6A 4K1  
(519) 435-7229  
(866) 325-6413

#### **BENEFIT SUMMARY**

This summary must be read together with the benefits described in this booklet.

##### **Employee Life Insurance**

###### **Under age 45 – 300% of annual earnings**

**300% of annual earnings to a maximum of \$285,000.**

###### **Age 45 to 54 – 250% of annual earnings**

**250% of annual earnings to a maximum of \$240,000**

###### **Age 55 and over – 200% of annual earnings**

**200% of annual earnings to a maximum of \$285,000 reducing by 50% at age 64.**

Any amount of Employee Basic Life Insurance over \$130,000 is subject to approval of evidence of insurability.

### **Accidental Death, Dismemberment and Specific Loss (Principal Sum)**

An amount equal to your Life Insurance.

### **Long Term Disability**

Waiting period	120 days
Amount	60% of the first \$4,000 of monthly earnings plus 40% of the remainder to a maximum of \$2,500 or 85% of your pre-disability take-home pay, whichever is less.
Benefit Period	to age 65
Tax Status	non-taxable

### **Healthcare**

#### ***Calendar year deductible***

-for global medical assistance	none
-for in-Canada ambulance and hospital	none
-for vision care	none
-for all other healthcare expenses	
-individual	\$25
-family	\$25

#### ***Reimbursement Level***

-for global medical assistance	100%
-for out-of-country care	100%
-for in-Canada ambulance and hospital	100%
-for vision care	100%
-for in-Canada prescription drugs	100%
-for paramedical expenses	
-for chiropractors	100%
-for physiotherapists	100%
-for psychologists/social workers	100%
-for dieticians	100%
-for podiatrists	100%

-for speech therapists	100%
-for massage therapists	100%
-for acupuncturists	100%
-for naturopaths	100%
-for osteopaths	100%
-for all other healthcare expenses	100%

**Basic Expense Maximums**

-for in-Canada home nursing care	\$10,000 for a maximum of 12 months per condition
-for hospital care	semi-private room
-for in-Canada prescription drugs	unlimited
-for smoking cessation products	\$500 lifetime or as otherwise required by law
-for hearing aids	\$700 every 5 years
-for speech aids	\$1,000 lifetime
-for custom-fitted orthopedic shoes and custom-made orthotics	\$300 every 12 months
-for myoelectric arms	\$10,000 per prosthesis
-for external breast prosthesis	1 every 12 months
-for surgical brassieres	2 every 12 months
-for mechanical or hydraulic patient Lifters (excluding electric stairlifts)	\$2,000 per lifter every 5 years
-for outdoor wheelchair ramps	\$2,000 lifetime
-for blood-glucose monitoring machines	1 every 4 years
-for transcutaneous nerve stimulators	\$700 lifetime
-for extremity pumps for lymphedema	\$1,500 lifetime
-for custom-made compression hose	4 pairs each calendar year
-for wigs for cancer patients	\$200 lifetime
-diagnostic x-rays and lab tests	unlimited
-for paramedical expense maximums	
-for chiropractors	\$750 each calendar year
-for physiotherapists	\$750 each calendar year
-for psychologists/social workers	\$750 each calendar year
-for dieticians	\$750 each calendar year
-for podiatrists	\$750 each calendar year
-for speech therapists	\$750 each calendar year
-for massage therapists	\$750 each calendar year
-for acupuncturists	\$750 each calendar year
-for naturopaths	\$750 each calendar year
-for osteopaths	\$750 each calendar year

Unless prohibited by law, Great West Life will pay for the portion of the cost that is not payable under a government plan. (Please refer to the Healthcare “Limitations” for Podiatric treatment).

**Vision Care Expense Maximums**

Eye Examinations	1 every 24 months
Glasses, Contact Lenses and Laser Eye Surgery	\$250 every 24 months

**Lifetime Healthcare Maximum** unlimited

## **Dental Care**

### ***Payment Basis***

The dental fee guide in effect on the date treatment is rendered for the province in which treatment is rendered.

### ***Calendar Year Deductible:***

-for dental accident coverage	none
-for all other expenses	
-individual	none
-family	none

### ***Reimbursement Levels***

Dental Accident Coverage	100%
Basic Coverage	100%
Major Coverage	80%
Orthodontic Coverage	50%

### ***Plan Maximums***

-for dental accident	unlimited
-for basic and major coverage combined	\$2,000 per calendar year
-for orthodontics	\$2,500 lifetime

### ***Other Information***

Major dental services include the prior extraction limitation.

Basic dental services exclude oral hygiene instruction.

Orthodontic dental services exclude orthodontic services for adults.

### ***Benefit Details***

This booklet describes the principal features of the group benefit plan sponsored by your employer, but Group Policy No. 217093 issued by Great-West Life is the governing document. If there are variations between the information in the booklet and the provisions of the policy, the policy will prevail. Contact your employer if you require any additional information.

**APPENDIX VII  
IWA -Forest Industry Pension Plan Agreement Letter**

Pension Plan Administrator  
IWA – Forest Industry Pension Plan  
150-2955 Virtual Way  
Vancouver BC  
V5M 4X6

**RE: 2020-2024 Collective Agreement Local Employees’ Union (Teachers’ Association)**

This letter will clarify the term/duration of the 2020-2024 Collective agreement and the language used in that Collective Agreement between the Local Employers’ Group (The Employer) and the Local Employees’ Union (the Employees) with respect to Article B.14 Pension Contributions.

The term/duration of the Collective Agreement is January 1, 2020 through December 31, 2024.

We hereby confirm the intent of the language “That the Local Employers’ Group will participate in the IWA – Forest Industry Pension Plan. The Contribution rates shall be as stated in and by the plan” to mean:

The employers and the employees agree to participate in the IWA – Forest Industry Pension Plan and to make contributions at the rate:

1. As established by Article XXXI of the 2014 -2019 Coast Master Agreement as replicated below:

The hourly contributions to the IWA – Forest Industry Pension Plan will be made on a per hour per employee per hour worked bases as follows:

Effective	Employer	Employee
January 1, 2020	\$3.675	\$2.225

**IWA – Forest Industry Pension Plan**

2. Any future rate(s) as negotiated in the ensuing Coast Master Agreement(s) for those periods remaining during this contract not covered by the 2020-2024 Coast Master Agreement.

Yours truly,

\_\_\_\_\_  
**On Behalf of the  
United Steelworkers, Local 2009**

\_\_\_\_\_  
**On Behalf of the  
Local Employers’ Group**

\_\_\_\_\_  
**On Behalf of the  
United Steelworkers, Local 2009**