

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BRITISH COLUMBIA AUTOMOBILE ASSOCIATION  
EMERGENCY ROAD SERVICE**

**AND**

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

**TERM: October 1, 2011 to September 30, 2014**



## Table of Contents

<b>PREAMBLE</b> .....	<b>7</b>
<b>Article 0 - SCOPE OF AGREEMENT</b> .....	<b>7</b>
0.01 Bargaining Unit Defined .....	7
0.02 Definition of Employee .....	7
0.03 Union is Exclusive Bargaining Agent .....	7
0.04 Singular/Plural .....	7
0.05 Letters of Understanding .....	7
0.06 Interpretation of Time Period Terminology .....	7
0.07 Management Rights .....	8
<b>ARTICLE 1 - UNION SECURITY</b> .....	<b>9</b>
1.01 Union Dues Deduction .....	9
1.02 Acquainting New Employees .....	9
1.03 Assignments of Earnings and Employee Information .....	9
1.04 No Discrimination for Union Activity .....	9
1.05 Contracting Out .....	10
<b>ARTICLE 2 - UNION RECOGNITION</b> .....	<b>11</b>
2.01 Recognition of Union Representatives .....	11
2.02 Job Stewards .....	11
2.03 Union Leaves .....	11
2.04 Bulletin Boards .....	12
2.05 No Other Agreement .....	12
2.06 Right to Have a Job Steward Present .....	12
2.07 Union and Employer Communications .....	13
2.08 Letters of Discipline .....	13
<b>ARTICLE 3 - GRIEVANCE PROCEDURE</b> .....	<b>14</b>
3.01 Grievance Steps .....	14
3.02 Arbitration .....	15
3.03 Time Limits .....	15
3.04 Policy Grievance .....	15
3.05 Suspension and Termination Grievances .....	15
3.06 Job Classification Disputes .....	15
3.07 Selection Grievances .....	16
3.08 Discussions with Grievor .....	16
3.09 Attendance of Grievor at Grievance Meeting .....	16
3.10 Attendance of Job Stewards at Grievance Meetings .....	16
<b>ARTICLE 4 - SENIORITY</b> .....	<b>17</b>
4.01 Seniority Defined .....	17
4.02 Seniority List .....	17
4.03 Loss of Seniority .....	17
4.04 Seniority Accrual .....	18
<b>ARTICLE 5 - EMPLOYMENT, DISCHARGE AND TERMINATION</b> .....	<b>19</b>
5.01 Letters of Appointment .....	19
5.02 Probationary Employees .....	19
5.03 Letters of Discipline .....	19

5.04	Discharge and Suspension .....	19
5.05	Personnel Files.....	19
5.06	Formal Performance Appraisals.....	20
<b>ARTICLE 6 - EMPLOYEE DEFINITIONS .....</b>		<b>21</b>
6.01	Regular Full Time (RFT) .....	21
6.02	Regular Part Time Plus 20 (RPT+20) .....	21
6.03	Regular Part Time Minus 20 (RPT-20).....	21
6.04	Temporary.....	21
6.05	Contract.....	21
6.06	Casual .....	21
<b>ARTICLE 7 - JOB POSTINGS AND COMPETITIONS.....</b>		<b>22</b>
7.01	Job Postings.....	22
7.02	Job Selection.....	22
7.03	Trial Period.....	22
<b>ARTICLE 8 - LAYOFF AND RECALL .....</b>		<b>23</b>
8.01	Notification.....	23
8.02	Pre-Layoff Canvas and Vacancy Placement .....	23
8.03	Sequence of Layoff .....	23
8.04	Notice and Severance Pay.....	24
8.05	Severance Pay .....	24
8.06	Recall List and Procedure .....	25
8.07	Copies of Recall Lists and Notices to the Union .....	25
<b>ARTICLE 9 - TECHNOLOGICAL CHANGE.....</b>		<b>26</b>
9.01	Introduction of New Technology.....	26
<b>ARTICLE 10 - POSITION CLASSIFICATIONS AND DESCRIPTIONS .....</b>		<b>27</b>
10.01	Position Classifications .....	27
10.02	Work in a Lower Pay Classification.....	27
<b>ARTICLE 11 - SALARY ADMINISTRATION .....</b>		<b>28</b>
11.01	Pay According to Position Classification.....	28
11.02	Pay Rates and Calculation.....	28
11.03	Pay Rate at Time of Hire.....	28
11.04	Performance Appraisals and Step Progression .....	28
11.05	Rate of Pay upon Promotion or Re-Classification.....	29
11.06	Rate of Pay upon Transfer to a Lower Salary Range .....	30
11.07	Application of Salary Adjustments to Red-Circled Salaries .....	30
11.08	Work in a Higher Pay Classification .....	30
11.09	Pay Period Cut-off.....	30
11.10	Pay Adjustment.....	31
<b>ARTICLE 12 - HOURS OF WORK.....</b>		<b>32</b>
12.01	Hours of Operation .....	32
12.02	Work Schedules .....	32
12.03	Mutual Exchange of Working Hours.....	33
12.04	Lunch Period and Rest Periods .....	33
12.05	Modified Work Weeks .....	33
<b>ARTICLE 13 - SHIFT PREMIUMS .....</b>		<b>34</b>
13.01	Definition .....	34
13.02	Short Change Over .....	34
13.03	First Aid Premium.....	34

<b>ARTICLE 14 - OVERTIME .....</b>	<b>35</b>
14.01 Equitable Distribution of Overtime.....	35
14.02 Definition of Overtime.....	35
14.03 Overtime Rate Calculation .....	35
14.04 Attendance at Meetings .....	35
14.05 Callout .....	36
14.06 Banking of Overtime.....	36
14.07 Fam Trips and Tour Hosting .....	36
14.08 Overtime Rates .....	36
14.09 Overtime Meal Allowance .....	37
<b>ARTICLE 15 - ANNUAL VACATIONS.....</b>	<b>38</b>
15.01 Vacation Based on Service .....	38
15.02 Minimum of 3 Months Service.....	38
15.03 Vacation Entitlement and Vacation Pay .....	38
15.04 Pay in Advance .....	39
15.05 Paid Holiday Falling within the Vacation Period.....	39
15.06 Disruption of Vacation Due to Hospitalization and Bereavement .....	39
15.07 Vacation Pay While Relieving In a Higher Pay Classification .....	39
15.08 Vacation Scheduling .....	39
<b>ARTICLE 16 - PAID HOLIDAYS .....</b>	<b>41</b>
16.01 Paid Holidays .....	41
16.02 Date of Observance .....	41
16.03 Employee Working on a Holiday .....	41
16.04 Eligibility for Holiday Pay.....	41
<b>ARTICLE 17 - SHORT TERM DISABILITY .....</b>	<b>43</b>
17.01 Eligibility .....	43
17.02 Short Term Disability Entitlement.....	43
17.03 Medical/Dental Appointments .....	43
17.04 Short Term Disability Leave Recovery.....	43
17.05 Medical Certificate.....	44
17.06 Short Term Disability for Regular Part Time (+20) Employees .....	44
<b>ARTICLE 18 - EMPLOYEE BENEFIT PLANS .....</b>	<b>45</b>
18.01a Benefit Plan Continuation.....	45
18.01b Benefit Coverage for Mature Workers.....	45
18.02 Benefit Premiums Revisions .....	45
18.03 Benefit Coverage While on Leave or Layoff .....	45
18.04 BCAA Products and Services .....	45
<b>ARTICLE 19 - LEAVES OF ABSENCE .....</b>	<b>46</b>
19.01 Bereavement Leave .....	46
19.02 Jury Duty and Subpoenas.....	46
19.03 Examination Leave.....	46
19.04 Maternity/Parental Leave .....	46
19.05 Leave of Absence without Pay.....	47
19.06 Family Responsibility Leave.....	47
19.07 Special Leave.....	47
<b>ARTICLE 20 - TRANSPORTATION AND TRAVEL .....</b>	<b>48</b>
20.01 Headquarters.....	48
20.02 Use of Personal Vehicles .....	48
20.03 Business Travel.....	48

<b>ARTICLE 21 - TRAINING AND DEVELOPMENT .....</b>	<b>49</b>
21.01 Training Assistance .....	49
21.02 Financial Aid, Training Courses .....	49
21.03 Training Approval .....	49
<b>ARTICLE 22 - HEALTH AND SAFETY .....</b>	<b>50</b>
22.01 Statutory Safety and Health Compliance .....	50
22.02 Joint Occupational Safety and Health Committee .....	50
22.03 Unsafe Work Conditions .....	50
22.04 Investigation of Accidents .....	50
22.05 Ergonomics and Video Display Terminals .....	50
<b>ARTICLE 23 - STRIKES AND LOCKOUTS .....</b>	<b>51</b>
23.01 Not to Occur .....	51
<b>ARTICLE 24 - SAVINGS CLAUSE .....</b>	<b>52</b>
<b>ARTICLE 25 - JOINT CONSULTATION COMMITTEE .....</b>	<b>53</b>
25.01 Committee Representation .....	53
25.02 Meetings of the Joint Consultation Committee .....	53
25.03 Purpose of the Joint Consultation Committee .....	53
<b>ARTICLE 26 - ELECTRONIC MONITORING .....</b>	<b>54</b>
<b>ARTICLE 27 - DISCRIMINATION AND HARASSMENT .....</b>	<b>55</b>
<b>ARTICLE 28 - DURATION OF AGREEMENT .....</b>	<b>56</b>
28.01 Effective Date .....	56
28.02 Collective Agreement Continues .....	56
28.03 Exclusion of Section 50(2) and (3) .....	56
<b>SIGNATURES .....</b>	<b>57</b>
<b>APPENDIX A - POSITION CLASSIFICATIONS .....</b>	<b>58</b>
<b>SALARY RANGES .....</b>	<b>59</b>
2011/2012 Salary Structure (Monthly) .....	59
2012/2013 Salary Structure (Monthly) .....	59
2013/2014 Salary Structure (Monthly) .....	60
<b>Letter of Understanding #1 .....</b>	<b>61</b>
Performance and Long Service Payments .....	61
<b>Letter of Understanding #3 .....</b>	<b>62</b>
Emergency Road Services – Casual Work Assignment .....	62
<b>Letter of Understanding #4 .....</b>	<b>64</b>
Employee Concerns and Grievances Related to Article 27 .....	64
<b>Letter of Understanding #5 .....</b>	<b>65</b>
12.02 (h) Work Schedules .....	65
<b>Letter of Understanding #6 .....</b>	<b>66</b>
Subject – Article 15.03 – Vacation .....	66

**Letter of Understanding #7 ..... 67**  
    Mediation and Alternate Dispute Resolution ..... 67

**Letter of Understanding # 8 ..... 68**  
    Staff Discounts For Casual staff with at least 30 months Length of Service ..... 68

**Letter of Understanding #11 ..... 69**  
    Article 15.08 Vacation Scheduling ..... 69

**Letter of Understanding #12 ..... 71**  
    Shift Scheduling Committee ..... 71

**Letter of Understanding #13 ..... 72**  
    9-day Fortnight Pilot for the ERS Admin Group: ..... 72

## **PREAMBLE**

The purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, wages and benefits for the employees; to maintain collective bargaining relations between the Employer and the Union and to provide for the prompt and equitable disposition of disputes.

## **Article 0 - SCOPE OF AGREEMENT**

### **0.01 Bargaining Unit Defined**

The Association recognizes the COPE Local 378 as the bargaining agent for employees in the Bargaining Unit defined by the Labour Relations Board in the Certificate issued on July 7th, 1998.

### **0.02 Definition of Employee**

Employees wherever mentioned in this agreement shall mean all bargaining unit employees as set out in article 0.01.

The definition of spouse for the purposes of this agreement shall include common-law spouse and same-sex spouse.

### **0.03 Union is Exclusive Bargaining Agent**

The Employer recognizes the Union as the sole exclusive bargaining agency for its employees as defined in Article 0.01, for the purpose of determining working conditions and conditions of employment as contained in this agreement.

### **0.04 Singular/Plural**

Singular and Plural - wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.

### **0.05 Letters of Understanding**

Letters of Understanding signed by the parties from time to time during the life of this Agreement shall be a part of this agreement. Where no termination date is specified then the Letter of Understanding will continue from year to year.

### **0.06 Interpretation of Time Period Terminology**

References to weeks, months or years shall mean calendar weeks, months, or years, unless otherwise stated in the context. References to "days" means working days unless otherwise stated in the context.

#### **0.07 Management Rights**

Except as provided specifically herein, nothing in this Agreement shall limit the Employer in the exercise of its function of Management, and without restricting the generality of this statement to direct, manage and administer its affairs.

The Employer has the right to discharge, suspend or otherwise discipline an employee for just and reasonable cause.



## **ARTICLE 1 - UNION SECURITY**

### **1.01 Union Dues Deduction**

The Employer agrees that all employees covered by this Agreement shall sign a dues authorization form within twenty-one (21) calendar days of the signing of this Agreement (July 12, 1999), or within twenty-one (21) calendar days of the date of employment with the Employer, whichever date last occurs, as a condition of continued employment.

The Employer agrees that all new employees hired after the date of certification (July 7, 1998) shall make an application to become a member of the Union and maintain such membership as a condition of continued employment.

A person who was an employee at the time of certification (July 7, 1998) and is not a member of the Union at the time of ratification (July 12, 1999) of this agreement shall not be required to become a Union member.

A person who was an employee at the time of certification (July 7, 1998) and is a member of the Union at the time of ratification (July 12, 1999) of this agreement shall maintain such membership as a condition of continued employment.

### **1.02 Acquainting New Employees**

The Association will provide dues authorization forms to employees for their completion and signing. The Association will forward the executed documents to the Union within twenty-eight (28) calendar days of the employee's date of hire. Such forms will be provided to the Association by the Union, and will allow employees to authorize the release of their social insurance number to the Union.

The Association will introduce the employee to their Job Steward provided the employee is available for their first shift.

### **1.03 Assignments of Earnings and Employee Information**

The Association will honour written assignments of gross earnings for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- |                            |                            |
|----------------------------|----------------------------|
| a) Social Insurance Number | e) position classification |
| b) name - address          | f) employee status         |
| c) gross earnings          | g) date of hire            |
| d) amount of dues deducted | h) department              |

### **1.04 No Discrimination for Union Activity**

In keeping with the intent of the Labour Relations Code of British Columbia, the Employer and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or

activity in the Union and the Employer shall not participate in or interfere with the administration of the Union.

### **1.05 Contracting Out**

The Association will inform and discuss with the Union the need to contract out bargaining unit work before doing so. The purpose of the discussion will be to determine ways to minimize the impact of such contracting out on employees. Any employee displaced from their current employment by the contracting out of bargaining unit work will be entitled to twice the severance pay they would be entitled under Article 8 of this agreement.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.01 Recognition of Union Representatives**

The Employer will recognize individuals and/or employees elected, appointed or designated by the Union as a representative. In doing so the Union will notify the Employer in writing of the duties and responsibilities of each of the individuals or employees concerned and will keep the Employer current should changes occur.

### **2.02 Job Stewards**

The Association shall recognize Job Stewards and alternates for each of the three (3) rotating shifts (day and afternoon) and the administration group. Normally one (1) steward per meeting and the Employer needs to continue to meet operational requirements. The Union shall notify the Association of the names of such Stewards in writing immediately upon their appointment and shall notify the Association in writing of any changes in these names.

The authority of the Job Stewards shall include the following activities:

- a) the investigation and presentation of grievances, and
- b) Posting of Union notices, bulletins or other information to employees or to the Association. The Job Steward shall insure that a copy of any such information is given to the Association at the time it is posted.
- c) When requested by management, consultation on issues that pertain to this agreement which may have an effect on the employees.

Although, where possible, Job Stewards shall carry out their duties outside of regular working hours, if it is necessary for any Job Steward to take time off during working hours to attempt to settle a grievance the employee shall make satisfactory arrangements with the employee's immediate Supervisor before leaving the employee's place of work. The maximum amount of paid time that may be requested in any one (1) working day for this purpose, taking into account operational needs, is one half (1/2) hour. The Association may approve additional time away from their place of work on an individual non precedent basis.

### **2.03 Union Leaves**

Employees elected or appointed to attend Executive Board meetings, Executive Council meetings, job steward training, and health and safety training meetings may request a leave of absence without pay to attend such meetings. Requests for such leaves are to be forwarded to their respective Supervisor for consideration at least five (5) weeks in advance of the commencement date of the leave. The maximum amount of bargaining unit leave that may be taken in conjunction with this clause is twenty (20) days per annum per employee or forty (40) days per annum for employees elected as Union Executive Officers. The maximum number of employees who may be away at the same time, in any one location, for the above described reasons is one (1). The maximum number of Union Executive Officers that may be away at the same time, in one location, for the

above described reasons is two (2); a maximum of one (1) from the RACC Group and a maximum of one (1) from the Admin. Group.

These totals do not include any time that is granted to authorized employee representatives for attendance at negotiations or for Union committee meetings. In these situations, the granting of leaves will be in keeping with the practice of the Association during the previous set of negotiations.

The approval of such leaves will be based on ensuring that all operational requirements are fully met but will not be unreasonably denied.

The Association will continue to pay the employees on such leave and will bill the Union for all employee costs, including benefits, related to the absence.

#### **2.04 Bulletin Boards**

A bulletin board will be made available to the Union for posting notices relative to meetings and Union activities.

#### **2.05 No Other Agreement**

Neither the Employer nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

#### **2.06 Right to Have a Job Steward Present**

Where a meeting is to occur for the purpose of disciplining a particular employee, the Employer shall advise that employee in advance of such meeting. Upon being advised, the employee will have the right to have in attendance a job steward or Union Representative; however an employee may not insist upon a particular job steward or Union Representative should this have the effect of unduly delaying the meeting.

An employee shall have the right to confirm with an Employer representative if any meeting that the employee is asked to attend, may be the basis for disciplinary action against the employee. If the Employer confirms that it may be a basis for disciplinary action, in keeping with the above, the employee will have the right to have a job steward or Union Representative present.

Where the foregoing pertains to a job steward, a Union representative may be present if this does not unnecessarily delay the meeting.

Employee coaching sessions and performance evaluations are not to be considered as formal discipline meetings. However, where an employee would like to review the results of a performance evaluation or the results of a performance development plan discussion with the employee's supervisor, the employee may request and have their job steward or Union Representative present.

Where disciplinary action is taken in connection with matters addressed in an appraisal, the Association shall issue a letter of discipline concerning these matters separate and apart from the appraisal document.

## **2.07 Union and Employer Communications**

The Employer and the Union agree that copies of all correspondence between the parties related to matters covered by the Agreement shall mutually be sent to the Vice President, Human Resources and the President of the Union or their respective designates.

## **2.08 Letters of Discipline**

Moved to 5.03.

## **ARTICLE 3 - GRIEVANCE PROCEDURE**

### **3.01 Grievance Steps**

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement will be dealt with in the following manner. The employees shall continue to work until such grievance is settled:

#### **Informal Discussion**

Should an employee have a concern relating to the application of this Agreement, it shall first be discussed with the employee's Supervisor, not later than fourteen (14) calendar days from the date of the incident that gave rise to the concern. The purpose of this discussion is to explore the employee's concern with the potential of reaching a resolution to the matter. The employee may choose to have their job steward or Union Representative present during such discussion.

#### **Step 1**

Within seven (7) calendar days of the discussion with the employee's Supervisor as indicated above, should the matter remain unresolved then the employee will provide to their Manager a written grievance.

Within seven (7) calendar days of receipt of this grievance, the employee's Manager, or designate, will discuss the grievance jointly with the employee and the job steward or Union Representative. The Manager, or designate, will render a decision in writing to the employee with a copy to the job steward or Union Representative within seven (7) calendar days of the date of this discussion at Step 1.

#### **Step 2**

Should the grievance be unresolved at Step 1, the Union may refer the matter to Step 2 in writing to the Director, Road Assist, or designate, within seven (7) calendar days of receipt of the Manager's decision at Step 1.

Within seven (7) calendar days of receipt of such Step 2 grievance, the Director, Road Assist, or designate, will discuss the grievance jointly with the employee and the job steward or Union Representative. The Director, Road Assist, or designate, will render a decision in writing to the employee with a copy to the job steward or Union Representative within seven (7) calendar days of the date of this discussion at Step 2.

Should a grievance be unresolved at Step 2, the Union may refer the matter to Arbitration in writing to the Director, Road Assist or designate, within thirty (30) calendar days of receipt of the Director, Road Assist, or designates decision at Step 2.

### **3.02 Arbitration**

- a) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within fourteen (14) calendar days of written notice to arbitrate the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the Director of the Collective Agreement Arbitration Bureau to make an appointment.
- b) The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make his/her award within fourteen (14) calendar days from the day of the hearing. This time limit may be extended by the mutual agreement of the Parties.
- c) Each party to this Agreement will equally share the fee, expenses and disbursements of the arbitrator and each party shall bear its own costs.
- d) The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.

### **3.03 Time Limits**

The time limits set out in this Article may be extended by mutual agreement of the Association and the Union which will be confirmed in writing. Such agreement will not be unreasonably withheld. If the time limits specified or agreed to are not met, the grievance will be deemed to be abandoned.

### **3.04 Policy Grievance**

A policy grievance may be initiated by the Association or the Union at any time within thirty (30) calendar days of the incident that gave rise to the difference by the submission of a written grievance to the Union Representative of the Union or the Vice President, Sales for the Association. A policy grievance will commence at Step 2.

### **3.05 Suspension and Termination Grievances**

Suspension and termination grievances may be initiated by the Union within fourteen (14) calendar days of the occurrence. Such grievance will be in writing and submitted to the Vice President, Sales. A Suspension and Termination grievance will commence at Step 2.

### **3.06 Job Classification Disputes**

Where a new or substantially altered job classification is introduced the Association shall assign an interim wage rate and meet with the Union to negotiate the wage rate within 30 calendar days of the job classification being introduced or substantially altered. In the event that the parties cannot agree on a wage rate the matter may be referred to Arbitration for a final and binding

decision in accordance with Article 3.02. The Association may fill the position even though the matter may have been referred to arbitration.

### **3.07 Selection Grievances**

Grievances concerning job selection shall be initiated by the employee within 14 calendar days of announcing the successful candidate for the position. A selection grievance will commence at Step 1.

The Employer will share information relevant to the job selection grievance with the Union, at Step 1 of the Grievance Procedure.

The Union will provide the successful applicant with a copy of the grievance at Step 1.

### **3.08 Discussions with Grievor**

After a grievance has been submitted, the Association will not enter into discussions with the Grievor with regard to the substance of the grievance without Union representation.

### **3.09 Attendance of Grievor at Grievance Meeting**

The aggrieved employee may be present at any or all steps of the Grievance Procedure if the employee desires, and will be paid their regular pay to attend those meetings (but will not be eligible for overtime or extra pay as a result of the grievance meeting). These meetings will usually occur on the employee's regularly scheduled work day.

### **3.10 Attendance of Job Stewards at Grievance Meetings**

A Job Steward (and/or other Union Representative) will be present at any or all stages of the grievance procedure. The Job Steward will be paid their regular pay to attend these meetings (but will not be eligible for overtime or extra pay as a result of the grievance meeting).



## **ARTICLE 4 - SENIORITY**

### **4.01 Seniority Defined**

Seniority is defined as the length of uninterrupted regular employment since the employee was hired as a regular employee, in the bargaining unit. Seniority will accrue for regular (full time and part time) employees only.

Temporary, casual and contract employees will have no seniority except as noted within the following paragraph.

Where a temporary or casual employee moves to regular status, their seniority date will be adjusted to include the following:

- a) In the case of a casual employee, all hours worked as a casual or temporary employee since the date of hire: and
- b) In the case of a temporary employee, all hours worked during an assignment that occurred immediately prior to, and without interruption to becoming a regular employee.

Excluded persons who move into a bargaining unit position will receive seniority credit for any time worked in a non-management position in the ERS Administration and Operations Centre departments prior to certification.

An employee who accepts a temporary assignment to a management position will, upon return to their bargaining unit position, receive seniority credit for the time spent in the excluded position. Full union dues will be remitted during the temporary assignment.

An employee who accepts a temporary assignment in a non-bargaining unit office that is not a management position will, upon return to the bargaining unit position, receive seniority credit for the time spent in the non-bargaining unit office. Full union dues will be remitted during the temporary assignment.

Casual employees who have not worked for the Employer during a continuous three (3) month period will be considered to no longer be an employee.

### **4.02 Seniority List**

The Employer will provide the Union with a seniority list once per year. This will usually occur in January of each year.

The employer will post the seniority list, by way of the vacation schedule, on a quarterly basis.

### **4.03 Loss of Seniority**

Employees shall lose their seniority and their employment if they:

- a) quit their employment with the Employer.
- b) are discharged for just cause or terminated pursuant to proper application of this Agreement.

- c) are absent without authorization (AWOL) without an acceptable reason.
- d) have been laid off and do not work as a regular employee for a period exceeding one (1) year.
- e) accept severance pay.
- f) overstay without acceptable reason, a leave of absence granted by the Employer.

Employees shall lose their seniority if they leave the bargaining unit, except as noted within the following paragraphs.

Employees shall lose their seniority if they move to temporary or casual status within the bargaining unit. Should the employee return to regular status without an interruption of employment then the employee will have their seniority reinstated.

#### **4.04 Seniority Accrual**

Seniority will continue to accrue during the following situations:

- a) employees on layoff of one (1) year or less.
- b) employees away from work for periods of approved absence.

## **ARTICLE 5 - EMPLOYMENT, DISCHARGE AND TERMINATION**

### **5.01 Letters of Appointment**

All new employees will receive a letter of appointment setting out their date of hire, job title, salary and employment status.

### **5.02 Probationary Employees**

An employee entering service in a position covered by this Agreement shall be considered probationary for a period of nine-hundred and sixty (960) hours worked and may be terminated at any time during this period if the employee is determined to be unsuitable.

### **5.03 Letters of Discipline**

The Employer will provide the Union copies of letters of warning, suspensions, terminations and any letters referencing that "employment may be in jeopardy" including probationary period extensions.

### **5.04 Discharge and Suspension**

The Employer will provide its decision relating to discharge and suspension, in a timely manner.

The Employer will provide to the employee concerned, written reasons for any discharge or suspension issued and the Union will receive a copy of such letter by close of business the following day.

### **5.05 Personnel Files**

A personnel file will be maintained in the Human Resources Department by the Employer for each employee. A copy of all documents placed on an employee's personnel file, which are not of a routine administrative nature, will be provided to the employee at the time of filing.

An employee will have the right to review their personnel file once every 6 months, upon reasonable written notice and upon the employee's own time.

Upon written request, an employee will also be provided with a copy of the information in the employee's personnel file (which is not of a routine nature), at no charge. The employee will also receive copies of any new disciplinary letters.

An employee may make appropriate entries into the employee's personnel file. A copy of any such entry shall be provided to the employee's Supervisor.

The Union will have right of access to an employee's personnel file providing the employee gives their authorization to the Employer in writing. In giving the Union

access, the employee agrees to hold the Employer harmless with respect to the Union's use of that information.

Formal disciplinary action taken by the Employer will be removed from an employee's personnel file after twenty-four (24) working months from date of origin provided there have not been any further incidents of a complaint or disciplinary nature. Should any such incident occur then all documents shall remain on file for twenty-four (24) working months from the date of the most recent incident. This period will exclude absences of over one month, i.e. STD, LTD, Maternity, etc.

Exceptions to the twenty-four (24) months will include cases of serious disciplinary action such as (but not limited to) Sexual Harassment or Assault. In these cases formal disciplinary action taken by the Employer will be removed from the employee's personnel file after sixty (60) working months from date of origin provided there have not been any further incidents of a complaint or disciplinary nature. Should any such incident occur then all documents shall remain on the file for sixty (60) working months from the date of the most recent incident. This period will exclude absences of over one month, i.e. STD, LTD, Maternity, etc.

#### **5.06 Formal Performance Appraisals**

An employee shall receive a copy of any preliminary comments or observations that their Supervisor will be reviewing with the employee during the formal appraisal process. This will be made available to the employee at least two (2) working days prior to the formal appraisal date.

Where a formal appraisal of an employee's work performance is carried out, the employee shall be given sufficient opportunity to read, review and comment on the appraisal. Provision shall be made on the appraisal for the employee to sign it.

Such signature shall not be evidence of agreement or disagreement with the appraisal.

A copy of the appraisal shall be provided to the employee after the employee has signed it, and such appraisal shall not be changed without the knowledge of the employee.

Note: Also refer to Article 11.04 – Performance Appraisals and Step Progression.

## **ARTICLE 6 - EMPLOYEE DEFINITIONS**

### **6.01 Regular Full Time (RFT)**

Employees hired to fill on-going positions which are scheduled to average thirty-five (35) or more hours per week.

### **6.02 Regular Part Time Plus 20 (RPT+20)**

Employees hired to fill on-going positions which have weekly schedules which consistently average twenty (20) or more hours per week.

### **6.03 Regular Part Time Minus 20 (RPT-20)**

Employees hired to fill on-going positions which have weekly schedules which consistently average under twenty (20) hours per week.

### **6.04 Temporary**

Employees hired to fill temporary assignments of up to forty (40) hours per week which have a specific or estimated end date, normally for a period of twelve (12) months or less.

### **6.05 Contract**

Employees retired from BCAA, hired on a contract basis, normally for a period of twelve (12) months or less.

### **6.06 Casual**

On call employees who, on a voluntary basis, make themselves available for intermittent periods to meet variable and fluctuating operational needs.

## **ARTICLE 7 - JOB POSTINGS AND COMPETITIONS**

### **7.01 Job Postings**

When a regular job vacancy occurs and the Association requires the position to be filled, the job will be posted on BCAA's on-line career centre for five (5) working days. Applicants wishing to apply for the position shall forward a written request to the Human Resources Department before the closing date of the posting.

Employees who will be absent from work, for a maximum period of one (1) month, due to sickness, annual vacation, or other authorized leaves may provide a request in writing to the Human Resources department outlining which positions they would like to be considered as an applicant for, should a posting occur during their absence.

### **7.02 Job Selection**

Except as set out in this clause, bargaining unit, non-bargaining unit and external applicants will be given equal consideration in the job selection process.

The most suitable applicant will be selected, provided the employee meets the Association's minimum expectations for the position. Suitability will be determined by such factors as performance, ability, competence, skills, and qualifications. If these factors are determined to be essentially equal between applicants, then seniority will be the determining factor.

The Association will post the name of the successful applicant once the award is made and a copy will be sent to the job steward.

### **7.03 Trial Period**

A successful bargaining unit or internal applicant to a job posting will be considered a trial employee in the new position for a period of up to sixty (60) days worked.

Should the employee not successfully complete their trial period then the employee will be returned to either their former or an equivalent position.

## **ARTICLE 8 - LAYOFF AND RECALL**

### **8.01 Notification**

If a reduction of regular employee hours is necessary that will result in an employee being laid off, the Association will inform the Union regarding the employee(s) affected and if necessary meet with the Union to discuss the matter.

### **8.02 Pre-Layoff Canvas and Vacancy Placement**

Prior to issuing notice of lay-off, the Employer may, at its sole discretion:

- a) advise employees in affected job classifications within an affected department that it is considering a lay off;
- b) offer employees in affected job classifications within an affected department, the option to place into vacant positions within the department in a job classification the employee previously held and performed at a success level; and/or
- c) offer employees in affected job classifications within an affected department, the option to place into vacant positions within the department in a job classification not previously held, that is at an equivalent or lower level, provided the employee has the qualifications, skills and demonstrated ability to do the job.

An employee offered a vacancy placement under this section will have three (3) business days to accept the placement. If the employee does not accept the placement, the employee will be deemed to have refused the vacancy placement.

Article 7, job posting requirements, does not apply to placements made under this section.

Employees placed into new positions under this section are subject to a new probation period as for the period set out in Article 5. If, under the provisions of Article 5 the employee is found unsuitable, the employee will be returned to their former position or placed on lay off pursuant to the balance of this Article.

Employees who successfully place into a vacancy are not considered laid off and are not entitled to severance and do not have recall rights to their former position. However, if within 30 days of the employee accepting the vacancy placement position, the employee's former position becomes vacant, the affected employee will have the right to remain in the current position or may elect to return to the former position. The employee will have three (3) business days to make this election. If the employee does not make an election, the employee will be deemed to have accepted the current position.

### **8.03 Sequence of Layoff**

In a layoff situation, the least senior employee in the classification will be the first affected provided the remaining employees have the qualifications, skills and demonstrated ability to do the required work.

An employee subject to layoff under the terms of this agreement will displace the least senior employee in the same department (ERS Operations Centre or ERS Administration) in the same salary range provided the employee has the qualifications, skills and demonstrated ability to do the job. If there is no employee who the employee is able to displace in the same salary range, then the employee will displace the least senior employee in the next lower salary range, in the same department, provided the employee is more senior than that person and has the qualifications, skills and demonstrated ability to do the job. And so on if necessary. If there is no one to displace, the employee will be laid off. An employee moved into a lower job level will be subject to the provisions of Article 11.06.

#### **8.04 Notice and Severance Pay**

A regular employee who is laid off will receive two (2) weeks written notice of layoff or pay in lieu of such notice.

#### **8.05 Severance Pay**

Where the Association is to lay off a regular employee, it will provide two (2) weeks' notice as set out in Article 8.03 of this agreement. The Association may at its discretion provide additional notice time. The employee during this two (2) week period will determine the following:

- i) If the employee would like to displace an employee in accordance with the provisions of Article 8.02; or
- ii) Be placed on the layoff list for recall. Employees on the layoff list will be offered available temporary or casual shifts on the basis of seniority, provided the employee has the qualifications, skills and demonstrated ability to do the job; or
- iii) Accept severance pay, thereby terminating their employment.

Notwithstanding Article 8.02, severance pay shall be equivalent to one (1) week for each full year of service completed since the commencement of their seniority date to a maximum of twenty-eight (28) weeks.

The amount of any severance payment will be reduced by any additional notice time provided by the Association and taken by the employee who exceeds the two (2) week notice period of Article 8.02.

An employee may choose to receive a severance payment while on layoff awaiting recall.



Employees who do not return to work within the appropriate time frame as set out in 4.03 (d) will be entitled to severance pay, the calculation taking into account any additional notice time that may have occurred.

#### **8.06 Recall List and Procedure**

Laid off employees will be recalled for available permanent hours in the employee's classification on the basis of seniority provided the employee has the qualifications, skills and demonstrated ability to do the required work.

When recalling employees, the Association will do so in writing and the offer letter will be sent to the employee's current known address. Upon delivery, the employee will have three (3) days to decide if the employee would like to return to work. Should they refuse to accept work within the classification that they held at the time of layoff or not acknowledge acceptance within three (3) days of the offer letter being delivered, then the employee will be deemed to have terminated their employment.

It is the responsibility of employees to keep the Association informed of their current address. Offer letters sent to the address currently on the Associations file will fulfil the Associations obligations under this article.

Employees recalled to a lower classification will receive the top step of the salary range for their new position or their salary at the time of lay-off whichever is lower. Employees may refuse a recall to a lower classification and remain on the lay-off list.

Employees recalled to the classification held at the time of lay-off will be placed at the salary step they had at the time of lay-off.

Employees on the recall list will be considered automatically for bargaining unit vacancies outside their classification that are posted in accordance with Article 7 - Job Postings and Competitions.

#### **8.07 Copies of Recall Lists and Notices to the Union**

The Association will provide a list of employees on lay-off to the Union on a monthly basis. In addition the Association will provide the Union copies of all recall notices sent to employees on lay-off.

## **ARTICLE 9 - TECHNOLOGICAL CHANGE**

### **9.01 Introduction of New Technology**

The parties agree that the introduction of new techniques and technology is important to the continued growth of the Company.

The Company agrees to notify the Union as far in advance as possible before the introduction of significant technological changes. Following such notification, the Company and the Union will meet to discuss the effect upon the employees.

## **ARTICLE 10 - POSITION CLASSIFICATIONS AND DESCRIPTIONS**

### **10.01 Position Classifications**

All bargaining unit employees will be assigned a position classification which will be set out in Appendix "A".

The Association will provide a position description for each bargaining unit position classification set out in Appendix "A", and for each new position classification or revised position classification it establishes.

The Association will provide copies of position descriptions to the Union office at the time they are implemented.

The Association will provide a copy of an employee's respective position description following formal request by the employee.

### **10.02 Work in a Lower Pay Classification**

Employees may be required to temporarily perform work in a lower pay classification. In these cases and except as set out in Article 8 - Layoff and Recall, the employee will not have their salary reduced as a result.

## **ARTICLE 11 - SALARY ADMINISTRATION**

### **11.01 Pay According to Position Classification**

All employees covered by the Agreement will be paid under one of the position classifications and salary ranges set out in Appendix "A". New position classifications and salary ranges developed to address new or substantially altered positions will be included and form part of Appendix "A".

### **11.02 Pay Rates and Calculation**

Employees will be paid on a semi-monthly basis with the semi-monthly salary calculated by using the monthly salary for the position divided by 2. Hourly rates for part-time and temporary employees and for the purposes of overtime will be calculated by using the semi-monthly salary for the position divided by 75.83 for employees who work thirty-five (35) hours per week and 86.67 for employees who work forty (40) hours per week.

### **11.03 Pay Rate at Time of Hire**

- a) The Association may hire new employees at any step between 80% and 95% of the salary range for the position, except as noted in 11.03b). New employees may be hired above the 95% step of the salary range provided agreement is reached with the Union
- b) If there is not bargaining unit, non-bargaining unit or external candidates who meet the Association's minimum expectations for the position, the Association may at its discretion select the most suitable applicant and place them at an appropriate training rate for the position. An employee selected under this clause will progress to the next higher step every six (6) months, provided the employee's performance is rated "achieving", or better, until the 80% step is reached. Article 11.04 a) does not apply to employees at a training rate.

### **11.04 Performance Appraisals and Step Progression**

- a) Performance appraisals will generally be conducted at least once a year, usually in September or October, to coincide with the Employer's fiscal year end. To qualify for this annual performance appraisal, an employee must have worked the majority of their regularly scheduled shifts in at least six of the previous twelve months. Should an employee not qualify for an annual performance appraisal in September or October, this appraisal will be conducted in March of the following year, provided the employee has worked the majority of their regularly scheduled shifts in at least six of the previous twelve months. The outcome of this appraisal will determine the employee's eligibility for step progression on April 1<sup>st</sup>.

An employee who qualifies for an annual appraisal but who is absent in September or October will receive an appraisal upon their return to work.

Performance-related discussions are an on-going process that requires participation by the manager and employee. Performance expectations are discussed throughout the year. Managers and employees will collaborate to achieve desired results.

- b) Employees who receive a "successful", or better, rating on their annual performance appraisal (or probationary appraisal) will progress from their current step to the next higher step in the salary range on October 1st of each year and April 1st of the following year. Step progression will continue until the maximum step for the position is reached.
- c) An employee who receives an "improvement required" rating on their annual performance appraisal will not be eligible for a step progression. Such employee will be placed on a performance development plan, and would normally meet with their supervisor on a regular (typically monthly) basis. The supervisor will prepare a written summary of these meetings, and provide a copy to the employee.

Another appraisal will be done within the next six month period. A "successful", or better, rating on this appraisal will progress the employee to the next higher step in the salary range, effective the date of the appraisal.

- d) A probationary employee who receives an "successful" rating at the end of their probationary period will progress from their current step to the next higher step in the salary range, effective the date of the appraisal, provided such probationary period ends at least three (3) months prior to the next general progression review date of either October 1st or April 1st.
- e) Following a "successful", or better, performance appraisal, a Regular employee may be given an accelerated increase in pay up to the maximum of the salary ranges as set out in Appendix "A" attached.
- f) An employee who receives a step progression within three (3) months prior to the next general step progression review date (October 1st or April 1st) will not be entitled to this general step progression.
- g) Prior to an employee being placed on a performance plan due to the employee not reaching cross opportunity targets, reasonable training will have already taken place, and further training and coaching will be a component of the employee's developmental/action plans. The employee may request the Union be advised when placed on a Performance Development/Action Plan. However, should being placed on a plan potentially put the employee's continued employment at risk the Union will be notified.

#### **11.05 Rate of Pay upon Promotion or Re-Classification**

- a) An employee who is promoted to a position with a higher salary range will receive an increase to the closest step that is higher than the employee's current step plus one step. Except as set out in 11.03 b), no employee, subsequent to the application of this formula, will receive less than the 80% step or more than the top step of the new range.

- b) An employee whose position is re-classified to a higher salary range will receive salary adjustments in the same manner as if the employee received a promotion.

#### **11.06 Rate of Pay upon Transfer to a Lower Salary Range**

An employee who posts to a position at a lower salary range will continue to receive their current salary or the top step of the new range, whichever is lower. If the employee's current salary does not match a step in the new range, then the employee will progress to the next higher step in the range on October 1<sup>st</sup>, or April 1<sup>st</sup>, whichever occurs first, provided the employee's annual performance appraisal rating is "successful", or better. This adjustment would be in addition to any step progression entitlement under Article 11.04 a).

#### **11.07 Application of Salary Adjustments to Red-Circled Salaries**

- a) If an employee's current salary is in excess of the top step of the salary range for their position (i.e. is red-circled) prior to a market adjustment and the employee's current salary becomes less than the top step for the range after the adjustment, the employee will progress to the new maximum of the range.
- b) If an employee's current salary is in excess of the top step of the salary range for their position (i.e. is red-circled) prior to a market adjustment and the employee's current salary continues to exceed the top step after the adjustment, the employee's salary will remain unchanged.

#### **11.08 Work in a Higher Pay Classification**

An employee may be assigned temporary/back up work that is within their position description and the scope of the work is within a higher pay classification. In cases where the employee works in a higher classification for a continuous period of 1 week, the employee will receive a salary adjustment calculated as if it were a promotion. The employee will only be paid at the higher rate for hours worked during the continuous period.

In a situation where an employee may be assigned work outside of their position description, the employee will receive a salary adjustment calculated as if it were a promotion for the duration of time spent in the position of higher pay classification rounded up or down to the nearest 15 minutes.

#### **11.09 Pay Period Cut-off**

The Employer agrees to annually print and distribute a calendar indicating pay periods and pay cut-off dates.

### **11.10 Pay Adjustment**

If requested, the employer will issue a manual cheque to an employee, where the Employer is responsible for an error to the employee's paycheque for an amount over \$100.00 (gross).

## **ARTICLE 12 - HOURS OF WORK**

### **12.01 Hours of Operation**

The hours of operation shall be twenty-four (24) hours per day, every day.

### **12.02 Work Schedules**

- a) Work schedules for regular full time employees in the ERS Operations Centre will be based on a forty (40) hour work week. Work schedules for regular full time employees in ERS Administration will be based on a thirty-five (35) hour work week.
- b) In the Spring and Fall of each year, employees in the Operations Centre will sign up for a shift in their respective job classification and employee status in order of seniority. Such sign-up will occur at least one (1) month prior to the effective date of the schedule. The employer will schedule shifts to equitably distribute weekend work.
- c) Employees on the night shift may not always be able to take breaks that are completely free from work. In these situations, the employee will be paid at overtime rates for any break that was not completely free from work.
- d) Where agreed in advance with their Supervisor, employees may work through a break and take this time off at the end of their shift (leave work early) or be paid at overtime rates for any break which they work.
- e) In the event that a vacancy occurs in the shift schedule, at the Association's discretion, the vacancy may be filled on a seniority basis prior to the next shift pick or, the shift may be filled with any employee until the next shift pick.
- f) In the event changes to scheduled hours of work are required during the term of a Spring or Fall shift, seniority will govern as stated in 12.02 (b). This will include any increases or decreases in hours to be worked.
- g) If, during the term of this agreement, the Association determines the need to change the shift patterns, the Employer will make such changes. In developing new schedules the Association will, subject to operational requirements, make every reasonable effort to distribute weekend work and time off on a reasonably equal basis among the employees in the work group. Prior to the implementation of such changes, the Association will consult with the Union in order to attempt mutual agreement.
- h) Shift schedules will be posted showing the fifteen (15) minute pre shift preparation and the fifteen (15) minute post shift clean-up time.
- i) In addition to article 14.06, employees will be able to cancel 1 shift per calendar quarter by using "banked time". If the employee does not have sufficient "banked time" available, they may elect to take this time off without pay. Employees will be required to fill out a "Request for Day



Off" document 30 days in advance of the requested day off, and forward to the Operations Shift Coordinator.

Approval for the shift will be based on operational requirements but will not be unreasonably denied. All requests will be based on a "first come first serve" principle. Seniority will apply for requests placed on the same day.

### **12.03 Mutual Exchange of Working Hours**

Subject to approval by the Supervisor, employees may request a mutual exchange of working hours. Each employee shall assume the hours of work of the employee being replaced but shall continue to receive their own regular rate of pay.

The Employer is prepared to support the exchange of shifts as long as:

- 1) the employees are fully qualified to perform the work
- 2) there is no extra cost
- 3) there is no extra tracking or book-keeping required.

### **12.04 Lunch Period and Rest Periods**

Employees in the ERS Operations Centre who's work day is greater than five (5) hours in duration, will be entitled to an unpaid lunch period of thirty (30) minutes. Regular full time employees in the ERS Administration department will be entitled to an unpaid lunch period of sixty (60) minutes. Part time employees, whose work day is greater than five (5) hours in duration, will be entitled to an unpaid lunch period of thirty (30) minutes. Employees will be entitled to one (1) paid fifteen (15) minute rest period in each work day where they are scheduled to work at least four (4) hours. Employees will be entitled to two (2) paid fifteen (15) minute rest periods when they are scheduled to work seven (7) hours or more. Lunch periods and rest periods will be as approved by the Association.

### **12.05 Modified Work Weeks**

If agreed at the local level, employees may be scheduled to work modified work schedules without overtime rates applying.

## **ARTICLE 13 - SHIFT PREMIUMS**

### **13.01 Definition**

A premium of one dollar and fifty cents (\$1.50) per hour will be paid for all hours worked between 6:00 PM and 6:00 AM. A Sunday premium of fifty cents (\$.50) per hour will be paid for all hours worked on Sunday from 6:00 AM to 6:00 PM. These premiums will not be paid for overtime hours.

### **13.02 Short Change Over**

An employee who has worked overtime shall return to work on the employee's next regular shift following the overtime, provided the employee has received eight (8) hours rest. An employee whose eight (8) hour rest period extends beyond the start of the employee's next shift, and therefore does not report to work until the eight (8) hour rest period is complete, shall qualify for full pay for the employee's next regular shift.

### **13.03 First Aid Premium**

Employees designated to hold a valid Level I Certificate will receive a stipend of twenty-five dollars (\$25.00) per month.

Employees designated to hold a valid Level II Certificate will receive a stipend of sixty-five dollars (\$65.00) per month.

The Association will pay course fees for staff designated for First Aid Training, including the costs of refresher courses required to maintain the certificate.

## **ARTICLE 14 - OVERTIME**

### **14.01 Equitable Distribution of Overtime**

Available overtime that immediately precedes or follows an employee's scheduled shift will be offered to employees on that shift in order of seniority, provided the employee is able to perform the work.

An employee will work such overtime unless one or more of the following conditions apply.

- (i) there is another employee available who is willing and able to perform the work, or
- (ii) the overtime requested would result in more than five (5) contiguous overtime hours in the week being worked.

An overtime sign up list for unscheduled overtime will be established for employees wanting to work their scheduled days off. These shifts will be offered to these employees on a rotational basis. If under this article the employee is unavailable to work such a shift it will be offered to the next employee on the sign up list.

### **14.02 Definition of Overtime**

Other than as agreed to in a modified work week situation as set out in Article 12.05, time worked in excess of eight (8) hours per day or forty (40) hours per week for employees in the ERS Operations Centre and seven (7) hours per day and thirty-five (35) hours per week in ERS Administration shall be considered overtime provided the overtime is pre-approved by the Association.

Part-time, casual and contract employees will be instructed at the commencement of their assignment as to when overtime will apply in their specific case.

### **14.03 Overtime Rate Calculation**

Overtime rates will be calculated using the salary schedule as set out in Appendix "A". Any premiums contained in this agreement will not form part of the calculation for overtime purposes.

### **14.04 Attendance at Meetings**

Employees required by their Supervisor to attend meetings outside of working hours will be paid for such attendance.

Employees who do not attend meetings of a voluntary and unpaid nature, will not be disciplined for being absent from such meetings. In order that the Association may make arrangements for such meetings, employees should alert their Supervisor in advance of the meetings as to whether they will or will not be attending.

#### **14.05 Callout**

An employee who is called out for work outside of the employee's scheduled hours on a work day shall receive a minimum of four (4) hours pay as it relates to the provisions of this Article.

#### **14.06 Banking of Overtime**

Approved overtime worked will be paid, or at the request of the employee banked. Overtime shall be in equivalent hours to the overtime payment entitlement.

Banked overtime will not exceed forty (40) hours. Banked overtime does not include banked statutory holiday time.

Banked overtime may be taken at a time that is mutually agreeable between the employee and their Supervisor.

Unused banked overtime as of December 31<sup>st</sup> of each year will be paid out.

#### **14.07 Fam Trips and Tour Hosting**

Overtime rates will not apply to work on Fam Trip or Tour Hosting situations. In such situations the regular base salary, as per schedule "A", will apply.

#### **14.08 Overtime Rates**

Other than as agreed to in a modified work week situation as set out in Article 12.05, overtime including banked overtime shall be paid at the rate of time and one-half (1 1/2X) for the first three (3) hours beyond eight (8) hours in a day for employees on a forty (40) hour work week and for the first four (4) hours beyond seven (7) hours in a day for employees on a thirty-five (35) hour work week. Overtime shall be paid at the rate of double time (2X) for any work beyond eleven (11) hours in one day.

Other than as agreed to in a modified work week situation, employees scheduled to work forty (40) hours or more in one week will be paid at the rate of time and one and one-half (1 1/2X) for the first additional eight (8) hours that they work beyond forty (40) hours. Employees scheduled to work thirty-five (35) hours in one week will be paid at the rate of time and one half (1 1/2) for the first additional seven (7) hours they work beyond thirty-five (35) hours. In the event one of these employees is asked to work on a scheduled day off all hours worked will be paid at the rate of double time (2X).

Overtime worked beyond forty-eight (48) hours for an employee on a forty (40) hour work week and beyond forty-two (42) hours for an employee on a thirty-five (35) hour work week will be paid at the rate of double time (2X). Daily overtime will not be included in the calculation of weekly hours for this purpose.

Regular Part Time plus 20 (RPT+20) and Temporary employees who have worked five (5) consecutive days and who are asked to work on a scheduled day

off will be paid at the rate of time and one half (1 1/2X). If these employees are asked to work seven (7) consecutive days, all hours worked on the 7th day will be paid at the rate of double time (2X).

#### **14.09 Overtime Meal Allowance**

Where an employee has worked three (3) or more hours beyond the employee's regular shift, a one-half (1/2) hour unpaid meal period will be allowed. In such cases the employee will be provided a meal allowance of \$11.00.

## **ARTICLE 15 - ANNUAL VACATIONS**

### **15.01 Vacation Based on Service**

The amount of vacation that employees will be entitled to is based on their years of service with the Employer and is prorated in the first year from date of hire to December 31st. For greater clarification, temporary service is not included in the calculation of "Years of Service".

### **15.02 Minimum of 3 Months Service**

An employee will accrue but may not take any vacation leave until the employee has completed three (3) months of service.

### **15.03 Vacation Entitlement and Vacation Pay**

Vacation entitlement for all regular employees shall be as follows:

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay % Gross Earnings</u>
1 <sup>st</sup> to 8 <sup>th</sup> year	3 weeks	6%
9 <sup>th</sup> to 13 <sup>th</sup> year	4 weeks	8%
14 <sup>th</sup> to 23 <sup>rd</sup> year	5 weeks	10%
24 <sup>th</sup> and greater	6 weeks	12%

In keeping with the current practice to determine the appropriate number of days of vacation entitlement for employees on a modified week, the entitlement will be based on their thirty-five (35) or forty (40) hour per week work schedule.

Regular part-time employees shall be paid their vacation pay on each pay cheque.

Temporary, casual and contract employees shall be paid their vacation pay on each pay cheque as set out below:

<u>Years of Service</u>	<u>Vacation Pay % Gross Earnings</u>
1 <sup>st</sup> to 4 <sup>th</sup> year	4%
5 <sup>th</sup> year and greater	6%

If an employee terminates during the year and has exceeded their annual vacation entitlement, the amount owing to the Employer will be deducted from the final pay cheque.

All employees will have their vacation entitlement and related vacation pay calculated in hours, including those on a modified work week.

#### **15.04 Pay in Advance**

An employee can draw a maximum of 90% of their vacation pay in advance of the employee's vacation by submitting a written request to the employee's supervisor not less than three (3) weeks in advance of the vacation period.

#### **15.05 Paid Holiday Falling within the Vacation Period**

Regular full-time employees shall be paid or receive an additional day off with pay for any of the paid holidays listed in Article 16, falling within the employee's vacation period.

#### **15.06 Disruption of Vacation Due to Hospitalization and Bereavement**

An employee whose vacation leave is seriously disrupted by hospitalization or serious illness incurred immediately prior to or after the employee's vacation has begun may be entitled to reschedule or extend the employee's vacation for the period of hospitalization or serious illness (not to exceed the amount of scheduled vacation) and provided that the entitlement to and timing of the rescheduled or extended vacation leave is first agreed with the employee's Supervisor. Employees are advised to notify their Supervisor immediately, where possible, of the hospitalization or serious illness causing the disruption of vacation leave. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave and will be subject to departmental requirements.

An employee who becomes entitled to bereavement leave pursuant to Article 19.01 immediately prior or during the employee's scheduled vacation (such as to overlap with the employee's vacation) may reschedule that portion of the vacation time which runs concurrently with the bereavement leave. Such rescheduled vacation will be subject to departmental requirements.

It is understood and agreed that "serious illness" is to be interpreted as a significant illness or accident that essentially immobilizes the employee or deprives the employee from being able to essentially enjoy their vacation. Examples of this may be (but are not limited to) a broken leg or arm, serious infection, etc. This provision is not meant to include colds, flu, upset stomach or other normal aches and illnesses associated with daily living.

#### **15.07 Vacation Pay While Relieving In a Higher Pay Classification**

An employee relieving in a higher pay classification at the time the employee goes on vacation will be paid at the higher rate during the employee's vacation provided the vacation is both directly preceded and followed by working time in the higher pay classification.

#### **15.08 Vacation Scheduling**

Employees in each work group shall select their first vacation period in order of seniority as defined in this Agreement. Vacations will be selected in broken

periods of up to two (2) continuous weeks in duration. Every third (3rd) year an employee may during the selection of their first vacation period select more than two weeks in a continuous period to a maximum of their entitlement. Once all employees in the work group have selected their first vacation period the selection of a second and any subsequent vacation periods will be done in the same manner by seniority. An employee may select adjacent periods for the employee's vacation if they are available.

Employee vacation requests will normally be in full weeks; however, requests of less than a week will be approved subject to operational requirements.

The employer shall post a vacation board for requesting vacation prior to the first week of November of each year. Vacations must be taken in accordance with departmental operating requirements and be approved by the employee's immediate Supervisor. Regular employees shall select their vacation period(s) prior to December 15<sup>th</sup> of each calendar year. Not later than the 31<sup>st</sup> of December of each year the Employer shall notify employees whether the vacation period(s) selected are approved. Once the vacation selection(s) is approved, it shall not be changed, adjusted or otherwise amended by the Employer without documented agreement of the affected employee.

All vacation should be taken in the calendar year in which it is earned. When, however, an employee is unable to take their full entitlement prior to the end of the calendar year due to operational requirements or exceptional circumstances, a deferment will be possible up to the last day of March in the following calendar year. Any vacation that cannot be scheduled by that time will be paid out to the employee. Any request for payout must be initiated by the employee's Supervisor and forwarded to Payroll.

#### PRINCIPLES:

Intent of vacation scheduling language is that all employees have the opportunity to complete their choice and to resolve any conflicts.

For each vacation choice, employees need to submit vacation preferences by seniority and department, i.e. most senior employee selects first.

Employer will post a vacation board regarding staffing operational requirements/limitations and vacation eligibility.

#### TIMING:

All employees shall state their vacation choices in writing on the vacation board by the following dates:

- 1) by November 1<sup>st</sup>, employees shall designate their first choice;
- 2) by November 15<sup>th</sup>, employees shall designate their second choice;
- 3) by December 1<sup>st</sup>, all employees shall designate their third choice; and
- 4) by December 15<sup>th</sup>, all employees shall designate their fourth and subsequent choices.
- 5) Any employee who does not comply with these requirements will forfeit their turn relating to vacation selection.



## **ARTICLE 16 - PAID HOLIDAYS**

### **16.01 Paid Holidays**

For the purpose of this Agreement, the following days shall be paid holiday:

New Year's Day	BC Day
<u>Family Day (starting in 2013)</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday (starting in 2010)	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day that may be stated as a legal holiday by the provincial or federal government.

Should one of the above holidays fall on the employee's normal day off, the employee shall be paid or receive an additional day off with pay to be taken at a time mutually agreed between the employee and the Association.

Unused banked statutory holiday time/pay will be paid out within six (6) months of the statutory holiday.

### **16.02 Date of Observance**

Should the Provincial or Federal Government(s) proclaim a day in lieu of any of the holidays listed in 16.01, the day proclaimed shall become the holiday for the purpose of this Article.

When a paid holiday falls on a Saturday or a Sunday for employees scheduled to work Monday through Friday, the employee will normally observe the following Monday as the holiday.

### **16.03 Employee Working on a Holiday**

Employees who are scheduled to work on a Holiday shall receive time and one-half (1 1/2X) for hours worked on such Holiday in addition to pay for the Holiday as referred to in Article 16.04. If an employee should work overtime on a holiday, the overtime hours worked will be paid at the rate of two and one-half times (2 1/2X).

### **16.04 Eligibility for Holiday Pay**

An employee will receive payment for any holiday described in this Article provided that they have been an employee for thirty (30) calendar days previous to the holiday and have worked fifteen (15) of the last thirty (30) days before the statutory holiday.

Employees who have been an employee for thirty (30) calendar days previous to the holiday and have not worked fifteen (15) of the last thirty (30) days before the statutory holiday will receive a pro-rata payment based on their days worked.

## **ARTICLE 17 - SHORT TERM DISABILITY**

### **17.01 Eligibility**

All regular full time employees who are absent from work due to illness or injury shall receive short term disability benefits in accordance with this Article.

Newly hired regular full time employees must be employed for three (3) continuous months before being eligible for short term disability benefits.

### **17.02 Short Term Disability Entitlement**

If an eligible employee is absent from work because of an accident or illness, the Employer will continue the employee's earnings on the following consecutive calendar day basis:

<u>Length of Service</u>	<u>Full Salary</u>	<u>66 2/3 of Earnings</u>
Less than 6 months		119 days
6 months to 1 year	7 days	112 days
1 year to 2 years	30 days	89 days
2 years to 3 years	60 days	59 days
3 years to 4 years	90 days	29 days
4 years or more	119 days	0 days

### **17.03 Medical/Dental Appointments**

Employees are expected to schedule medical and dental appointments outside of working hours so as to minimize the interruption to operations. Employees who have completed their probationary period will be granted reasonable leave without loss of pay to attend medical and dental appointments which they are unable to schedule outside of working hours.

### **17.04 Short Term Disability Leave Recovery**

An employee may use short term disability leave for time lost through accidental injuries. Should an employee, who is in receipt of paid short term disability leave benefits as a result of such injuries, commence an action for damages against a third party as a result of accidental injuries, and should that action include a claim for lost wages, the employee will enter into an agreement with the Association to reimburse the Association the full amount of all short term disability leave benefits received as a result of their absence from work.

## **17.05 Medical Certificate**

In the event that an employee is absent from work, the Employer may request a certificate of disability, from the employee's physician. All medical certificates must meet the standards for medical certificates outlined in the resource manual of the College of Physicians and Surgeons of British Columbia.

As a condition of short term disability benefit continuance, appropriate supporting medical information must be received within ten working days from the date of the request. Failure to provide this supporting medical information will result in the suspension of the employee's short term disability benefits. The Employer may, at its discretion, extend the ten day period if the employee has made every effort to meet this timeline and receipt of the appropriate medical information is delayed due to extraordinary circumstances.

Should additional and more detailed medical information be required in order to help the Employer to manage the operation, the Employer reserves the right to refer the employee to Employer appointed medical/health care practitioner(s). The Employer will pay for medical information that it requests from the medical/health care practitioner(s).

Periodic medical updates or reports may also be required as a condition for receiving continued payment. The employee is expected to co-operate fully with the rehabilitation process recommended by these medical health care practitioner(s).

Exceptional circumstances may be considered prior to placing employees on the Attendance Management Program. These will be reviewed on a case by case basis.

Employees on the Attendance Management Program will be removed from the program if their attendance improves so that their absenteeism due to illness or non-work related injury over a rolling 12 month period is within acceptable standards, as stated in the Association's Attendance Management Program.

## **17.06 Short Term Disability for Regular Part Time (+20) Employees**

Regular part time employees who consistently work an average of twenty (20) or more hours per week will participate in the short term disability plan for regular part time (+20) employees which became effective November 1<sup>st</sup>, 2000.

## **ARTICLE 18 - EMPLOYEE BENEFIT PLANS**

### **18.01a Benefit Plan Continuation**

The Employer will continue to provide a defined contribution benefit program whereby the employee is able to receive medical, extended health, dental, accident, life, disability, employee assistance and pension benefits.

### **18.01b Benefit Coverage for Mature Workers**

A modified package of benefits was implemented by the Employer on January 1, 2008 for regular full-time and part-time (+20) employees who are past their "Normal Retirement Date" as defined within the BCAA Pension Plan, and for employees retired from BCAA who are rehired as RFT or RPT+20 and continue to draw a BCAA pension.

### **18.02 Benefit Premiums Revisions**

Should the renewal of a group insurance contract with the Employer's insurance provider or a change to government medical benefit plans result in a cost increase, bargaining unit employees will be subject to the same cost sharing arrangements as applied by the Employer to non-bargaining unit employees.

### **18.03 Benefit Coverage While on Leave or Layoff**

Employees on an unpaid leave of absence or on a layoff who wish to maintain their current benefit coverage, and who are approved for coverage by the Employer's insurance provider, are required to provide the Employer with postdated cheques to cover the total benefit premium costs during the period of absence. In the case of maternity leave, this requirement would not apply to the Employer paid benefit costs.

### **18.04 BCAA Products and Services**

Employees covered by this agreement will receive the same discounts and privileges with respect to BCAA products and services as non-bargaining unit employees.

#### **Staff Discounts for Casual staff with at least 30 months Length of Service**

<u>PRODUCTS/SERVICE</u>	<u>DISCOUNT</u>
1. CAA Plus Membership	Free
2. Autoplan financing	Not eligible
3. Home Owner Insurance	10% off total premium
4. Automobile/Light Truck Insurance	No discount
5. Recreational Vehicle Insurance	10% off total premium
6. Collectible Car Insurance	10% off total premium
7. Designated BCAA Preferred Supplier Product	5% of cost (Airline Tickets not included)

## **ARTICLE 19 - LEAVES OF ABSENCE**

### **19.01 Bereavement Leave**

In the case of a death in the immediate family of a regular employee, the employee shall be granted leave with pay for up to three (3) days. In the case of part time staff, the employee will be paid for regular time within the three (3) days that would normally have been worked. If required, additional traveling time may be provided to allow for the employee to attend an out of town funeral. If outside immediate family and serving as a pallbearer the employee shall be granted leave with pay for up to one (1) day.

Immediate family is defined as the employee's spouse and the following persons related directly to the employee and their spouse: mother, father, sister, brother, son, daughter, grandchild, grandparent, stepparent, stepchild, stepbrother, stepsister and any person who lives with the employee as a member of the employee's family. Bereavement leave requests received for anyone other than an employee's immediate family will be dealt with on a case-by-case basis and approved by the Manager, Personnel or designate.

### **19.02 Jury Duty and Subpoenas**

Regular full-time employees who receive a Jury Duty Summons will receive their regular rate of pay during jury selection and while serving on the jury less any amount received from the Court for jury selection or for attending or sitting on a jury. Employees on jury duty shall furnish the Employer with such statements of earnings as the courts may supply.

Employees who are served with a subpoena to attend Court will be dealt with on a case by case basis. Employees subpoenaed by the Union will not be eligible.

Regular Part-time +20 employees, who have successfully completed their probationary period with BCAA, who are required to attend court for jury selection or as a juror will receive a rate of pay equivalent to the average of their regular daily pay for the previous 6 months less any amount received from the Court for jury selection or for attending or sitting on a jury.

### **19.03 Examination Leave**

In order to encourage professional development, BCAA provides paid time off to enable employees to write exams that directly relate to their employment which are scheduled during working hours.

Up to one day's unpaid education leave may also be granted, subject to the approval of the Supervisor, for employees who are studying for an examination.

### **19.04 Maternity/Parental Leave**

Maternity and Parental leave will be in keeping with the eligibility requirements and entitlement provisions of the Employment Standards Act of B.C.

### **19.05 Leave of Absence without Pay**

An employee may be granted a leave of absence for up to one (1) year without pay for sufficient reasons. Such request must be in writing and presented to the Association at least one (1) months in advance of the starting date of the requested leave. Should the leave of absence be denied, an explanation will be provided to the employee. If the employee performs work elsewhere during this leave of absence that is similar to that in which the employee was engaged with the Association, or becomes involved in a business interest which would pose a conflict of interest with the Association, without the direct approval of the Association, the employee will be considered as having terminated their employment.

### **19.06 Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave, during each employment year to meet responsibilities to:

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any spouse, parent, guardian, sibling, grandchild, grandparent or a person who lives with the employee as a member of the employee's family, or
- c) unexpected leaves of absence of an urgent nature to attend to important personal and family matters. Leaves of absence to attend to these matters will be reviewed on a case by case basis and may be granted at the sole discretion of the Association without pay.

### **19.07 Special Leave**

An employee may take up to one day with pay per annum for family medical emergencies. This would not apply for normal pre-booked medical appointments.

## **ARTICLE 20 - TRANSPORTATION AND TRAVEL**

### **20.01 Headquarters**

Each employee shall have an established headquarters.

### **20.02 Use of Personal Vehicles**

Employees who are required to use their personal vehicles for local business travel must receive the prior approval of their Supervisor. The employee will be reimbursed at the Employer's policy rate which at the time of the signing of this agreement is fifty-two cents (52¢) per kilometre. This clause will not apply to any travel from the employee's place of residence to their established headquarters or the BCAA Head Office.

### **20.03 Business Travel**

All business travel arrangements will be subject to BCAA's Corporate Travel Policy. The Association will reimburse business travel expenses according to the Corporate Travel Policy.

Employees required to travel away from their established headquarters will normally be expected to conduct this travel within the limits of the standard workday, and such travel time will be considered as time worked. Travel time on commercial carriers (i.e. air carrier, ferry, etc.) will begin when the employee arrives at the departure terminal and end upon arrival at the destination. The provisions of Article 14.02 will apply if combined travel and work hours exceed the standard workday or work week except as noted in article 14.06.

Prior to departure, employees may request a travel cash advance, via cheque requisition, to cover anticipated expenses. Appropriate receipts must accompany the expense claim upon completion of the trip and any cash advance will be reconciled on this claim.

The Employer will pay a per diem meal allowance of \$25.00 for each day that an overnight stay is required for employees required to travel to Head Office to attend a Corporate Training program.



## **ARTICLE 21 - TRAINING AND DEVELOPMENT**

### **21.01 Training Assistance**

The Association and the employees have a joint interest in ongoing employee development. To this end, the Association will assist employees, where practical, to maintain and develop their skills. This assistance may be in the form of financial aid or on the job training.

The full cost of training will be borne by the Association where the training is required to be taken by the Association.

### **21.02 Financial Aid, Training Courses**

An employee seeking financial assistance to attend a training course outside BCAA in preparation for career advancement, where the training is not a job requirement but will contribute to the employee's development within the employee's current position or advancement into a position elsewhere in the Association into which the employee could soon progress, must submit a request on the appropriate form in writing to the employee's immediate Supervisor. A copy of the course description must also be attached to the request.

### **21.03 Training Approval**

Where Management supports the employee's request for external training, the Association will reimburse the cost of training and books upon successful completion of the course.

## **ARTICLE 22 - HEALTH AND SAFETY**

### **22.01 Statutory Safety and Health Compliance**

The Association and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the safety and health of all employees as set out in the applicable statutes and regulations.

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

There shall be established a joint Safety and Health Committee composed of two (2) Management employees appointed by the Association and two (2) employees appointed by the Union. The committee shall meet every one (1) month as per the Workers Compensation Act, to review matters pertinent to occupational safety and health, including issues related to ergonomics and the safe operation of video display terminals.

### **22.03 Unsafe Work Conditions**

No employee shall be disciplined for refusing work which the employee has reasonable cause to believe is unsafe and where the employee acts in compliance with Section 3.24 of the WCB Regulations.

### **22.04 Investigation of Accidents**

Whenever a serious accident or near miss event occurs, a member of the applicable Safety and Health Committee and the Manager shall conduct an investigation and report their findings to the Association and the Union.

### **22.05 Ergonomics and Video Display Terminals**

Employees who have a health concern with respect to/regarding their workstation or video display terminals will be encouraged to report their concern to their Supervisor in writing, with a copy to the Joint Occupational Safety and Health Committee. All concerns will be acknowledged by BCAA within 14 calendar days of receipt of the concern.

## **ARTICLE 23 - STRIKES AND LOCKOUTS**

### **23.01 Not to Occur**

The Association shall not cause or direct any lockout of employees during the life of this Agreement, and neither the Union nor any representative thereof, nor any employee, shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of the employee or group of employees during the life of this Agreement.

No employee shall be disciplined for refusing to cross a legal picket line.

## **ARTICLE 24 - SAVINGS CLAUSE**

If any article, section, paragraph, clause, or phrase of this Agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

## **ARTICLE 25 - JOINT CONSULTATION COMMITTEE**

### **25.01 Committee Representation**

There shall be established a joint union-management Consultation Committee composed of three (3) union representatives (the designated Union Representative plus 2 union stewards) and three (3) management representatives (normally the ERS Operations Manager plus two (2) other managers).

### **25.02 Meetings of the Joint Consultation Committee**

On the request of either party, the Joint Consultation Committee shall meet at least once every two (2) months at a time mutually agreed by the parties. Employee representatives shall not suffer any loss of basic salary for time spent on this Committee.

A management representative and a Union representative shall alternate in presiding over meetings.

Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

Minutes of each meeting of the Committee shall be prepared and signed by the committee members as promptly as possible after the close of the meeting and each party shall receive a draft copy of the minutes within three (3) days following the meeting.

### **25.03 Purpose of the Joint Consultation Committee**

The purpose of the Joint Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in business circumstances, to foster the development of work related skills and to promote workplace productivity.

The committee shall have the power to make non-binding recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 26 - ELECTRONIC MONITORING**

Employees shall be made aware of any electronic monitoring used by the Association as a means to monitor and evaluate the performance of individual employees. It is recognized that volume measurement may be necessary to obtain an objective evaluation of the level of production; however, electronic monitoring shall not be used as the sole means of evaluating individual performance.

## **ARTICLE 27 - DISCRIMINATION AND HARASSMENT**

The Association recognizes the right of all employees to work in an environment which is free from sexual and/or personal harassment. Accordingly the sexual and/or personal harassment of any employee is prohibited.

Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not limited to:

- i) sexual solicitation or advance or inappropriate touching and sexual assault;
- ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

Personal harassment means a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome that disparages or causes humiliation or embarrassment to a person in relation to a prohibited ground of discrimination under the Human Rights Act of British Columbia.

## **ARTICLE 28 - DURATION OF AGREEMENT**

### **28.01 Effective Date**

This Agreement shall be effective from the Ratification date of this agreement to and including September 30<sup>th</sup>, 2014. Either party may four (4) months prior to the expiry date of this agreement, notify the other party that they would like to commence bargaining.

### **28.02 Collective Agreement Continues**

This Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and commence a strike or the Association shall give notice of lockout, and commence a lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

### **28.03 Exclusion of Section 50(2) and (3)**

By agreement of the Parties hereto, the provisions of Section 50(2) and 50(3) of the Labour Relations Act of British Columbia are specifically excluded.




**SIGNATURES**

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 15<sup>th</sup> day of February, 2013.

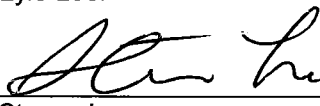
FOR THE EMPLOYER

  
\_\_\_\_\_  
Brenda Lowden

  
\_\_\_\_\_  
Janice Hanson

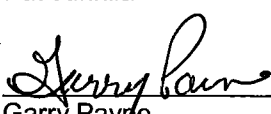
  
\_\_\_\_\_  
Richard Gaspar

  
\_\_\_\_\_  
Lyle Lee

  
\_\_\_\_\_  
Steven Lo

FOR THE UNION

  
\_\_\_\_\_  
Pat Junnila

  
\_\_\_\_\_  
Garry Payne

  
\_\_\_\_\_  
Justyna Mikickiuk

## **APPENDIX A - POSITION CLASSIFICATIONS**

Road Assist Operations Assistant	6
Customer Experience Representative	6
Road Assist Contract Services Payables Representative	7
Road Assist Reimbursement Representative	7
Road Assist Administrative Representative	7
Road Assist Fleet Representative	7
Sr Customer Experience Representative	7
Contract Stations Dispatcher	8
ERS Dispatch Assistant	8
ERS Nightshift Dispatcher	8
Road Assist Contact Centre Team Lead	8
ERS Fleet Dispatcher	9

## **SALARY RANGES**

Note: These figures represent monthly salaries.

The market adjustment percentage will be applied to the top step of range 1. The resulting figure will be rounded up to the nearest dollar. The top step of each subsequent range will be 10% higher than the previous range, rounded to the nearest dollar. Each step in a range will be the stated percentage of the top step for that range, rounded to the nearest dollar.

### **2011/2012 Salary Structure (Monthly)**

GRADE	Training Rates		Start Rate					Job Rate			
	75%	77.50%	80%	82.50%	85%	87.50%	90%	92.50%	95%	97.50%	100%
1	1,623	1,677	1,731	1,785	1,839	1,894	1,948	2,002	2,056	2,110	2,164
2	1,785	1,845	1,904	1,964	2,023	2,083	2,142	2,202	2,261	2,321	2,380
3	1,964	2,030	2,095	2,161	2,226	2,292	2,357	2,423	2,488	2,553	2,619
4	2,161	2,233	2,305	2,377	2,449	2,521	2,593	2,665	2,737	2,809	2,881
5	2,377	2,456	2,536	2,615	2,694	2,773	2,853	2,932	3,011	3,090	3,170
6	2,615	2,702	2,789	2,876	2,964	3,051	3,138	3,225	3,312	3,399	3,487
7	2,877	2,973	3,069	3,165	3,260	3,356	3,452	3,548	3,644	3,740	3,836
8	3,165	3,270	3,376	3,481	3,587	3,692	3,798	3,903	4,009	4,114	4,220
9	3,482	3,598	3,714	3,830	3,946	4,062	4,178	4,294	4,410	4,526	4,643

Note: The above represents an overall increase of 2% above October 1<sup>st</sup>, 2010 rates.

### **2012/2013 Salary Structure (Monthly)**

GRADE	Training Rates		Start Rate					Job Rate			
	75%	77.50%	80%	82.50%	85%	87.50%	90%	92.50%	95%	97.50%	100%
1	1,655	1,711	1,766	1,821	1,876	1,931	1,987	2,042	2,097	2,152	2,207
2	1,821	1,882	1,942	2,003	2,064	2,124	2,185	2,246	2,307	2,367	2,428
3	2,003	2,070	2,137	2,204	2,271	2,337	2,404	2,471	2,538	2,605	2,671
4	2,204	2,278	2,351	2,425	2,498	2,571	2,645	2,718	2,792	2,865	2,939
5	2,425	2,506	2,586	2,667	2,748	2,829	2,910	2,991	3,071	3,152	3,233
6	2,667	2,756	2,845	2,934	3,023	3,112	3,201	3,290	3,378	3,467	3,556
7	2,934	3,032	3,130	3,228	3,326	3,423	3,521	3,619	3,717	3,815	3,913
8	3,228	3,336	3,443	3,551	3,659	3,766	3,874	3,981	4,089	4,197	4,304
9	3,552	3,670	3,788	3,907	4,025	4,143	4,262	4,380	4,499	4,617	4,735

Note: The above represents an overall increase of 2% above October 1<sup>st</sup>, 2011 rates.

## 2013/2014 Salary Structure (Monthly)

GRADE	Training Rates		Start Rate				Job Rate				
	75%	77.50%	80%	82.50%	85%	87.50%	90%	92.50%	95%	97.50%	100%
1	1,689	1,745	1,801	1,857	1,914	1,970	2,026	2,083	2,139	2,195	2,251
2	1,857	1,919	1,981	2,043	2,105	2,167	2,229	2,291	2,353	2,415	2,476
3	2,044	2,112	2,180	2,248	2,316	2,384	2,452	2,520	2,589	2,657	2,725
4	2,248	2,323	2,398	2,473	2,548	2,623	2,698	2,773	2,848	2,923	2,998
5	2,473	2,556	2,638	2,721	2,803	2,885	2,968	3,050	3,133	3,215	3,298
6	2,721	2,811	2,902	2,993	3,083	3,174	3,265	3,355	3,446	3,537	3,627
7	2,993	3,093	3,193	3,292	3,392	3,492	3,592	3,691	3,791	3,891	3,991
8	3,293	3,403	3,512	3,622	3,732	3,842	3,951	4,061	4,171	4,281	4,390
9	3,623	3,743	3,864	3,985	4,106	4,226	4,347	4,468	4,589	4,709	4,830

Note: The above represents an overall increase of 2% above October 1<sup>st</sup>, 2012 rates.

### "Me Too" Wage Provision

**BCAA agrees to provide, during the term of this agreement, a "Me Too" wage provision for bargaining unit staff in cases where it increases the annual wage adjustment for comparable non-bargaining unit staff.**

**Letter of Understanding #1**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employees Union, Local 378**

**Performance and Long Service Payments**

Employees covered by this agreement will continue to participate in the Employer's Performance Incentive Plan as may be provided to other non-bargaining unit employees.

Should the Employer provide a lump sum cash payment to non-bargaining unit employees at the top of the salary range, then the same lump sum payment will apply to bargaining unit employees.

## **Letter of Understanding #3**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employees Union, Local 378**

### **Emergency Road Services – Casual Work Assignment**

#### ***Purpose***

The purpose of this Letter of Understanding is to set out a call system process for assigning work to casual employees covered by this agreement.

#### ***Status***

Casual status will be calculated as the total number of hours actually worked as an employee under this agreement. Casual status will only be considered in determining order of selection for scheduling casual assignments as set out in this memorandum.

#### ***Order of Call In***

The Employer, when calling casuals in for work assignment will utilize the following criteria when doing so:

1) Suitability

The Employer will determine the casual employees who are suitable to perform the required work. In determining suitability, factors such as performance, ability, competence, skills and qualifications will be considered.

2) Availability

The Employer will establish if the employee is available to meet the full time-frame requirements of the work assignment. The assignment will be given to a single employee unless the indicated availability of the casual group does not allow single coverage for the assignment to occur.

Casual employees will indicate one (1) month in advance their availability for work assignments, in writing, to the Employer.

Changes to a casual employee's indicated availability may occur with the Employer's approval.

3) Status

If there is more than one employee who meets the suitability and availability standards for the assignment, then the casual employee with the greatest number of hours actually worked will be selected to perform the work.

### ***Calling Casuals for Work Assignment***

The Employer, when contacting casuals for work assignment will utilize the following procedure:

The suitable casual employee who can fulfill the complete time frame requirements of the assignment will be called first. For same or next day assignments, the Employer will allow the phone to ring seven (7) times, or leave a message. If the employee fails to respond to the message within ten (10) minutes, the Employer will then attempt to contact the next suitable employee who can fulfill the requirements of the assignment.

For assignments starting two (2) calendar days after the Employer establishes a need for an assignment, the Employer will allow the phone to ring seven (7) times, or leave a message. If the employee fails to respond to the message within thirty (30) minutes, the Employer will then attempt to contact the next suitable employee who can fulfill the requirements of the assignment.

All calls and responses will be recorded in a log.

### ***Repeated Failure to Respond***

A casual employee will no longer be an employee if:

- i) the employee does not respond to four (4) consecutive attempts by the Employer to contact the casual employee for a work assignment; or
- ii) the employee declines four (4) work assignments in a three consecutive month period; or
- iii) the employee has not been called in for a work assignment in a three (3) continuous month period.

### ***Casual Employee to be Paid at the Rate They are Called In For***

It is clearly understood that if a casual employee is called in for a level one position, then they are paid at the level one rate. If a casual is called in for a level two position, they are paid at the level two rate. If a casual is called in for a level three position, they are paid at the level three rate.

In making their availability known, the employee will also indicate if there are any restrictions regarding the levels of a position that they are not available for.

**Letter of Understanding #4**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employees Union, Local 378**

**Employee Concerns and Grievances Related to Article 27**

The Employer and the Union encourage employees to communicate concerns or problems to their appropriate manager so that an expeditious examination of the situation and, if necessary, action can be taken to resolve the matter.

An employee may choose to grieve a personal harassment matter. In this case, the complaint will proceed through the grievance procedure as set out in article 3.01 and BCAA will not reject the grievance on the basis that it does not fit the definition of a grievance or personal harassment as defined in article 27.

Having completed the procedure under article 3.01, an unresolved matter relating to a prohibited grounds of discrimination as set out in the Human Rights Act of B.C. can be advanced to arbitration in keeping with article 3.02.

Grievances not meeting the prohibited ground of discrimination, as set out in the Human Rights Act, cannot be advanced to arbitration.



## Letter of Understanding #5

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employees Union, Local 378**

### 12.02 (h) Work Schedules

The paid pre-shift preparation time shall include such things as the employee retrieving necessary equipment and supplies, setting up their work station, reviewing operational updates, and logging on to all related systems in order to be able to work at their regular duties at the posted shift start time. The paid post shift cleanup time shall include such things as the employee completing any work that is in progress at the end of the posted shift, logging off related systems, tidying up the work station and putting away personal equipment and supplies.

#### PRINCIPLES:

- 1) Employees are required to have completed their pre-shift preparation and be fully prepared to respond to their work related duties at the beginning of the posted shift time. Employees who are late in being fully prepared to respond to their work related duties will have the full period of lateness deducted from their paycheque including the 15 minute pre-shift preparation time. All employees are required to log in prior to their shift time. If no workstation is available then the employee is required to login at a spare workstation nearby.
- 2) An employee must be working or available to work up until the end of their schedule shift time prior to the commencement of the post shift cleanup time. If an employee completes their full post-shift cleanup early, the employee may leave the worksite.

**Letter of Understanding #6**

**between**

**The British Columbia Automobile Association**

**and**

**Canadian Office and Professional Employees Union, Local 378**

**Subject – Article 15.03 – Vacation**

The employer and the Union agree that for as long as they remain in their current position (i.e. Fleet Dispatchers); the following employees will continue to receive current vacation benefits:

- Garry Payne
- Tracy Gal

**Letter of Understanding #7**

**between**

**The British Columbia Automobile Association**

**and**

**Canadian Office and Professional Employee's Union, Local 378**

**Mediation and Alternate Dispute Resolution**

- a) The Employer and the Union have agreed to appoint Rod Germaine or Lisa Hansen (alternate) to facilitate mediation or other alternate dispute resolution processes (as determined by the parties).
- b) Both parties must agree to the format of this process in advance.
- c) Both parties will share equally the cost of this process.
- d) It is understood that either party may withdraw from this process at any time.
- e) Resolutions under this process are without prejudice or precedent, unless agreed otherwise by the parties.

**Letter of Understanding # 8**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employee's Union, Local 378**

**Staff Discounts For Casual staff with at least 30 months Length of Service**

PRODUCTS/SERVICE	DISCOUNT
1. CAA Plus Membership	Free
2. Autoplan financing	Not eligible
3. Home Owner Insurance	10% off total premium
4. Automobile/Light Truck Insurance	No discount
5. Recreational Vehicle Insurance	10% off total premium
6. Collectible Car Insurance	10% off total premium
7. Designated BCAA Preferred Supplier Product (Airline Tickets not included)	5% of cost

## **Letter of Understanding #11**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employees Union, Local 378**

### **Article 15.08 Vacation Scheduling**

#### **1. ERS Administration**

The process:

- A form/board will be created for each round of vacation pick.
- This form/board will have a space for each employee to pick their selection for the round in question based on the order of seniority.
- The form/board will be given to the most senior employee two weeks prior to the completion date for each round.
- This employee will have 48 hours in which to make their selection after which time the form must be given to the next senior employee.
- Likewise, that employee will have 48 hours in which to make their selection.
- This process will continue until all employees have made their selection for the round in question.
- As selections are made, a calendar will be highlighted showing all previously selected dates.

#### **2. ERS Operations**

Vacations will be selected in full one week blocks, based on shift structured work week (not calendar). The maximum continuous period shall be two (2) continuous weeks in duration. Every third (3rd) year an employee may during the selection of their first vacation period select more than two weeks in a continuous period to a maximum of their entitlement.

#### **TIMING:**

All employees shall state their vacation choices in writing to the Shift Coordinator by the following dates:

1. by November 1<sup>st</sup>, employees shall submit their first choice vacation requests. Approval of first round requests shall be posted within five business days;
2. by November 15<sup>th</sup>, employees shall submit their second choice vacation requests. Approval of second round requests shall be posted within five business days;
3. by December 1<sup>st</sup>, all employees shall submit their third choice vacation requests. Approval of third round requests shall be posted within five business days; and

4. by December 15<sup>th</sup>, all employees shall submit their fourth and subsequent choices. Approval of fourth and subsequent choices shall be posted within five business days.
5. Any employee who does not comply with these requirements will forfeit their turn relating to vacation selection.

Where there is a conflict of terms in article 15.08, the language of this LOU will supersede.

Signed on behalf of BCAA: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed on behalf of COPE Local 378: \_\_\_\_\_

Dated: \_\_\_\_\_

**Letter of Understanding #12**

**between**

**The British Columbia Automobile Association**

**and**

**Canadian Office and Professional Employees Union, Local 378**

**Shift Scheduling Committee**

The parties agree to the concept of establishing a Joint Scheduling Committee, to review and discuss the bi-annual shift options.

The Committee's mandate is to review and make non-binding recommendations to the parties.

The Committee membership will normally be two Union and two Management members.

The Committee would normally meet no more than two times per annum in alignment with shift pick.

It is understood that it is management's unilateral right to implement and control shifts.

## **Letter of Understanding #13**

**between**

**The British Columbia Automobile Association**

**and**

**Canadian Office and Professional Employees Union, Local 378**

### **9-day Fortnight Pilot for the ERS Admin Group:**

The 9-day fortnight for the ERS Administrative Group shall be reviewed on an annual basis by the parties during the 2011 contract term to ensure the following criteria are met;

- BCAA needs to ensure that the appropriate coverage is provided for customer service/business needs, that the Employer's costs do not increase as a result of a 9-day fortnight, and that employees maintain achieving level or above performance and meet the company standards for attendance management and reliability;
- Should there be unplanned or unexpected absences in the administrative business unit, the 9-day fortnight benefit may be postponed until regular staffing can be maintained;
- Each shift will be 7.75 hrs, excluding lunch break, to total 70 hours bi-weekly;
- The tenth day known as the "Flex" day may be taken on a day mutually agreed upon between the employer and employee;
- Where the "Flex" day falls on a Statutory Holiday, the employee may take an alternate day that is mutually agreed upon between the employer and employee;
- Participation in the fortnight program is voluntary;
- This LOU maybe discontinued by either party with 30 days' notice;
- Unless renewed, LOU will expire at the end of the 2011 contract term.