

**COLLECTIVE AGREEMENT**

**between the**

**PC HELPLINE COMPUTER SUPPORT INC.**

**and the**

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

**Effective from January 2, 2019 to January 1, 2022**

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## DEFINITIONS

- (a) "*Child*" whenever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare or a child of a partner.
- (b) "*Days*" means calendar days, unless specified otherwise in the collective agreement.
- (c) "*Employee*" means an employee included in the bargaining unit.
- (d) "*Employer*" means PC Helpline Computer Support Incorporated.
- (e) "*Leave of absence with pay*" means to be absent from duty with permission from the Employer and with pay.
- (f) "*Leave of absence without pay*" means to be absent from duty with permission from the Employer but without pay.
- (g) "*Union*" means the B.C. Government and Service Employees' Union.
- (h) "*Partner*" means a person legally married to the employee or a person of the same or opposite sex involved in a common-law relationship with the employee for a period of 12 months or more.
- (i) "*Layoff*" includes a secession of employment or an elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure, or other material change in organization and where work should become available, employees will be recalled in accordance with Article 11.
- (j) "*Travel status*" with respect to an employee means absence of the employee from their geographic location on business with the approval of the Employer.
- (k) "*Regular full-time employee*" means an employee included in the bargaining unit who works the standard hours of work in the week.
- (l) "*Regular part-time employee*" means an employee included in the bargaining unit who works less than the standard hours of work on a regular scheduled basis.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to provide orderly collective bargaining between the Employer and the Union.

### 1.2 Use of Terms

Where the singular is used the same shall be construed as meaning the plural if the facts or context so require unless otherwise specifically stated.

### 1.3 Legislative Changes

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

(b) If any benefit or working condition stipulated in this agreement is improved as a result of a legislative action by the provincial or federal government, the parties shall implement this improvement to all employees as stipulated in the legislative change.

#### **1.4 Human Rights Act**

The parties hereto subscribe to the principles of the *Human Rights Act* of British Columbia.

#### **1.5 Harassment in the Workplace**

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and the Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

#### **1.6 Personal and Psychological Harassment Definition**

(a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:

- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
- (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
- (3) is seriously inappropriate and serves no legitimate work-related purpose.

(b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

#### **1.7 Sexual Harassment Definition**

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

- (d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

### 1.8 Harassment Complaints

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

### 1.9 Harassment Complaints Procedure

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the President. When the President has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Articles 1.6 or 1.7 (Harassment), and the remedy sought.
- (d) The President will investigate the complaint and will complete their report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) If the respondent is the employer designate (or equivalent), or where there are possible systemic issues or multiple complaints, the following process will be used:
  - (1) The complainant will contact the Union.

- (2) As soon as possible but within 30 days the Union will notify the President. Within 14 days of receiving the notice the President will identify to the Union who will serve as the representative of the Employer in respect of the complaint.
  - (3) The Employer representative and the Union will appoint either Irene Holden or Corinn Bell to resolve the complaint (The person appointed is referred to below as "*the Appointee*".)
  - (4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair, impartial, independent and expeditious; minimizes disruption in the workplace; respects individual privacy to the degree possible in the circumstances; and keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the Employer and the Union. The report and recommendations will remain confidential, except for distribution to the Employer, the Union, the complainant and the respondent. The Appointee may stipulate conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.
  - (5) The Appointee's fees and expenses will be shared by the Employer and the Union.
- (j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

#### **1.10 Arbitrator**

- (a) Where either party to the proceeding is not satisfied with the Employer's response under Article 1.9 above, the complaint will, within 30 days of that response, be put before an arbitrator.

Where no response under Article 1.9 above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint,
  - (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
  - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Arbitrator.
- (c) The Arbitrator chosen will be the Arbitrator from the list in Appendix 2 that has the earliest available date that is at least 14 days after the date of referral.

#### **1.11 Anti-Bullying**

- (a) The Employer and the Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) Intimidates, shows hostility, threatens and offends others;
- (2) Interferes with a worker's performance;
- (3) Otherwise adversely affects others.

(c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the President or their designate. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(d) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.

(e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.

(f) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

## **ARTICLE 2 - UNION RECOGNITION & RIGHTS**

### **2.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board as of November 20, 2012, except those excluded by mutual agreement of the parties or by the Labour Relations Board.

New positions created by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement of the parties or by the Labour Relations Board.

### **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the certification.

### **2.3 Correspondence**

The Employer agrees that all correspondence between the Employer or their designate and the Union related to matters covered in this agreement shall be sent to the President of the Union or designate. A copy of any correspondence between the Employer and any employee in the bargaining unit pertaining to the interpretation of any clause in this agreement shall be forwarded to the President of the Union or designate.

### **2.4 No Other Agreement**

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

### **2.5 No Discrimination for Union Activity**

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

### **2.6 Recognition & Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of employees designated as stewards.

A steward shall obtain permission of their supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

The duties of the steward shall include:

- (a) investigation of complaints;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by management;
- (f) other responsibilities as needed.

## **2.7 Bulletin Boards**

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

## **2.8 Time Off for Union Business**

- (a) Leave of absence, without pay and without loss of seniority shall be granted with 14 days written notice for the purposes listed below:
  - (1) to elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) to employees called by the Union to appear as witnesses before an arbitration board.
- (b) To facilitate the administration of this clause, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause.

## **2.9 Union Bargaining Committee**

Leaves of absence without loss of pay will be provided to all members of the Union Bargaining Committee to attend negotiation sessions, including union caucus meetings.

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

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

**2.11 Union Insignia**

A union member shall have the right to wear the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards to be displayed at all work locations. Such cards will remain the property of the Union and shall be surrendered upon demand.

**2.12 No Contracting Out**

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employee.

**ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who November 20, 2012, were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after November 20, 2012, shall, as a condition of continued employment, become members of the Union and maintain such membership, within 30 days of employment.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to November 20, 2012 to become a member of the Union.

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

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the monthly wages or salary of an employee who is a member of the Union any assessments levied in accordance with the union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made monthly in the second payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee. In addition, the Employer will provide the following information on each employee if available to the Employer: social insurance number, address with postal code, birth date, email address, cell phone number and employee's home phone number. This information will be provided electronically in the file formats requested by the Union provided it is a common format.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.



- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply to each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year on their T4 statements.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from their monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.
- (i) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.

## **ARTICLE 5 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES**

### **5.1 Employer and Union Shall Acquaint New Employees**

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward.
- (b) The employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

### **5.2 Dues Check-Off**

The Union will be provided with a copy of the completed and signed authorization form for Dues Check-Off for all new employees.

## **ARTICLE 6 - EMPLOYER/UNION RELATIONS**

### **6.1 Representation**

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

### **6.2 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of the Union shall notify the designated supervisory official in

advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility. Discussion will not be carried on in the presence of clients.

(b) Upon written request, the Employer shall allow time at the end of staff meetings held by the Employer for a staff representative from the Union or bargaining committee member to speak to staff. Such time shall be subject to operational requirements.

### **6.3 Union Meetings**

The Union is permitted to conduct up to four one-hour meetings per year at the Employer's place of business. The Union agrees to provide the Employer with four weeks' notice of the meeting. Such meetings are permitted during work hours and are without loss of pay for employees to attend.

### **6.4 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as maybe required by the Union for collective bargaining purposes.

### **6.5 Employer Rights**

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

## **ARTICLE 7 - GRIEVANCES AND ARBITRATION**

### **7.1 Grievance Procedure**

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

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration;
- (b) the dismissal, discipline, or suspension of an employee in the bargaining unit.

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

### **7.2 Step 1**

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

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

An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so no later than 30 days after the date:

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

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

#### **7.4 Step 2**

- (a) Subject to the time limits in Clause 7.3, the employee may present a grievance at this level by:
  - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required;
  - (3) transmitting the grievance to the employer designate through the union steward.
- (b) The employer representative shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented.

#### **7.5 Time Limits to Reply at Step 2**

- (a) Within 14 days of receiving the grievance at Step 2, the employer designate and the shop steward shall meet to attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to an employee's grievance within 30 days of receiving the grievance at Step 2.

#### **7.6 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 21 days of the date on which the dismissal occurred, or within 21 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 21 days of the date on which the suspension occurred, or within 21 days of the employee receiving notice of suspension.

#### **7.7 Deviation from Grievance Procedure**

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

#### **7.8 Technical Objections to Grievances**

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

### **7.9 Administrative Provisions**

- (a) Replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post, within British Columbia, this clause shall not apply.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

### **7.10 Policy Grievances**

Where either party disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be.

Where no satisfactory agreement is reached, either party may submit the dispute to Step 2 of the grievance procedure.

## **ARTICLE 8 - ARBITRATION**

### **8.1 Notification**

Either of the parties may, after exhausting Steps 1 and 2 of the grievance procedure, notify the other party within 30 days of the receipt of the Step 2 reply, or the reply being due, of its desire to submit the difference or allegations to arbitration.

### **8.2 Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the single arbitrators listed in Appendix 2 on a rotational basis subject to their availability within 90 days. In the event that none of the arbitrators are available within 90 days, then the arbitrator who is available at the earliest date shall be appointed.

### **8.3 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the parties. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

### **8.4 Board Procedure**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 30 days of the conclusion of the hearing.

### **8.5 Expenses of Arbitrator**

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

## **8.6 Time Limits or Failure to Act**

The time limits set out in the grievance and arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing. Time is of the essence in this procedure. If an employee or the Union fails to present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party shall be deemed to have prejudiced its position on any future grievance.

## **8.7 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision either party may apply to the Arbitrator to clarify the decision which they shall make every effort to do within seven days.

## **8.8 Expedited Arbitration**

(a) The parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitrations.

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievance;
- (5) grievances requiring substantial interpretation of a provision of the collective agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection; and
- (8) demotions.

By mutual agreement a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators from Appendix 2 who shall be appointed to hear and resolve groups of grievances.

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

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

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

(g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 8.2.

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

## **ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **9.1 Burden of Proof**

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

### **9.2 Suspension and Dismissal**

(a) The employer designate may suspend or dismiss any employee for just and reasonable cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal and a copy shall be sent to the President of the Union or their designate within five working days.

(b) A suspension of indefinite duration shall be considered a dismissal under 9.2(a) above as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as a dismissal grievance.

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

All discipline will be subject to the formal grievance procedure of Article 7 of this collective agreement. An employee shall be given a copy of any document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

Upon the employees request any such document, other than official evaluation reports, shall be removed from the employees file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

### **9.4 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out there shall be a bargaining unit member on the evaluation panel. The employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it without the knowledge of the employee and any such changes shall be subject to the grievance procedure of this agreement.

### **9.5 Personnel File**

An employee, or a staff representative of the Union or their designate upon written authority of the employee, and upon reasonable notice to the Employer, shall be entitled to review an employee's personnel file and/or take copies, in the office in which the file is normally kept in order to facilitate the investigation of a grievance. Such review shall be done in the presence of the Employer or their designate.

### **9.6 Right to Have Steward Present**

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being

taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

#### **9.7 Indemnity**

Except where there has been gross negligence on the part of an employee, the Employer will:

- (a) exempt and save harmless employees from any liability action arising from a proper performance of their duties for the Employer; and
- (b) assume all costs, legal fees, and other expenses arising from any such action.

#### **9.8 Abandonment of Position**

An employee who fails to report for duty for three consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity within 10 working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **ARTICLE 10 - SENIORITY**

#### **10.1 Seniority Defined**

"Service seniority" means an employee's length of service with the Employer in the bargaining unit. Employees shall be credited with service seniority equivalent to their length of continuous service since the most recent date of employment with the Employer including service prior to certification. Service seniority for part-time employees shall be prorated to that of a full-time employee.

#### **10.2 Seniority List**

- (a) On January 1<sup>st</sup> of each year, and each six months thereafter, seniority lists shall be posted. The seniority list shall contain the following information:
  - (1) the employee's name;
  - (2) employee's job title/classification;
  - (3) the number of hours of seniority accrued.
- (b) The seniority list shall be posted by the Employer for a minimum of 30 days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the 30 days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.
- (c) At the time of posting, a copy of the seniority list shall be given to the steward and one copy to the union staff representative.

#### **10.3 Loss of Seniority**

- (a) An employee on leave of absence, without pay, shall not accrue seniority for leave periods over 30 calendar days.



(b) An employee shall continue to accrue seniority if they are absent from work with pay or is on employer related Workers' Compensation wage loss replacement benefits or wage loss replacement benefits (for example sick leave, maternity/paternity leave).

(c) An employee shall lose their seniority and be deemed terminated in the event that:

- (1) the employee is discharged for just cause;
- (2) the employee resigns their employment or abandons their position;
- (3) the employee is on layoff for more than 12 months;
- (4) upon being notified by the Employer by registered mail at their last known address that they are recalled from layoff, they fail to contact the Employer within seven days and fails to return to work within 14 days.

#### **10.4 Re-Employment**

An employee who resigns their position and is offered re-employment within 60 days shall be granted a leave of absence without pay covering those days absent and shall regain all previous provisions and rights in relation to seniority and other fringe benefits, but shall not accumulate seniority or benefits or be covered by health plans during that period.

### **ARTICLE 11 - LAYOFF AND RECALL**

#### **11.1 Definition of Layoff**

Layoff includes a cessation of employment, or an elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a re-organization, program termination, closure or other material change in organization, and where work should become available employees will be recalled in accordance with Article 11.7.

#### **11.2 Pre-Layoff Canvas**

Where the Employer identifies a need to proceed with a lay off the Employer shall, prior to the lay off, canvass employees in order to invite resignation with severance as provided for in Article 11.6.

#### **11.3 Layoff Procedure**

In the event of a lay off employees shall be laid-off in reverse order of seniority, subject to their ability to perform the work available.

#### **11.4 Layoff Notice**

The Employer shall notify employees who are to be laid-off 10 workdays prior to the effective date of lay off. If the employee has not had the opportunity to work 10 workdays after notice of lay off, they shall be paid in lieu of work for that part of the 10 workdays during which work was not made available. Upon receipt of such notice, an employee shall elect from the options in Clause 11.5 within 10 workdays.

#### **11.5 Layoff Options**

- (a) The employee may opt to be placed on the regular recall list and if not recalled to a position at their former status within nine months they shall receive severance in accordance with Clause 11.6 and be deemed to have resigned;
- (b) The employee may opt for severance in accordance with Article 11.6.



**11.6 Severance Pay**

In the event of a permanent layoff, an employee will be compensated pursuant to the provisions of the *BC Employment Standards Act*.

**11.7 Recall**

Employees on layoff shall be recalled in order of service seniority before any new employees are hired to fill vacancies.

**ARTICLE 12 - HOURS OF WORK**

- (a) Full-time employees shall be entitled to a minimum of 70 hours work per pay period.
- (b) Part-time employees shall be entitled to work a minimum of 40 hours work per pay period.
- (c) The daily hours of work for each employee shall be consecutive.
- (d) The hours of work shall be scheduled subject to operational hours defined by the Employer.
- (e) An unpaid meal period of one-half hour shall be scheduled during each workday.
- (f) An employee must not work more than five hours in a row without a 30 minute unpaid meal break. Any employees who are required to work or be available to work during a meal break must be paid for the meal break.

**ARTICLE 13 - OVERTIME****13.1 Overtime Definitions**

Overtime work shall be compensated at the following rates:

- (a) time and one-half for any hours worked in excess of eight hours a day or 40 hours in a week;
- (b) double-time for any hours worked in excess of 12 hours in a day or 48 hours in a week.

**13.2 Overtime Entitlement**

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime work is authorized in advance. Employees shall not be entitled to any compensation for periods of overtime of less than five minutes.

**13.3 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in an emergency situation, without being subject to disciplinary action for so refusing.

**13.4 Recording of Overtime**

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

**13.5 Sharing of Overtime**

Overtime work shall be allocated equitably.

**13.6 No Layoff to Compensate for Overtime**

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

**13.7 Overtime for Part-Time Employees**

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work per than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal hours per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rates shall apply to part-time employees if required to work hours in excess of (a) or (b) above.

**13.8 Rest Interval After Overtime**

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift.

**ARTICLE 14 - HOLIDAYS****14.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

1. New Years Day
2. Last Sunday of April
3. Last Sunday of May
4. Last Sunday of June
5. Last Sunday of July
6. Last Sunday of August
7. Last Sunday of September
8. Last Sunday of October
9. Last Sunday of November
10. Christmas Day

And any other holiday proclaimed as a statutory holiday by the federal, provincial or municipal government.

**14.2 Holiday Coinciding with a Day of Vacation**

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

**14.3 Proration of Holiday Pay**

Holiday pay for qualifying regular part-time employees shall be prorated on the basis of the employee's average daily earnings, exclusive of overtime, pursuant to the terms contained in the *BC Employment Standards Act*.

## ARTICLE 15 - ANNUAL VACATION

### 15.1 Vacation Entitlement

Regular employees will be entitled paid vacation away from work when the qualifying year(s) of service are attained before their anniversary date as follows:

- (a) 10 workdays .....after one year of continuous service, based on 4% of total wages;
- (b) 15 workdays .....after five years of continuous service, based on 6% of total wages.

### 15.2 Vacation for Part-Time Employees

Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis.

### 15.3 Vacation Scheduling and Preference

- (a) Vacation preference shall be based on service seniority. Schedules shall be completed and approved by April 30th of each year. An employee who does not indicate their selection by April 30th shall not be able to exercise their seniority rights for that year and shall be required to give 30 calendar days' notice of their vacation selection and the Employer will make every reasonable effort to comply with the vacation selection subject to operational requirements.
- (b) Employees may split their vacation entitlement into weekly blocks. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "*first*" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "*first*" and "*second*" vacation periods have been posted.
- (c) Vacation schedules, once approved by the Employer, shall not be changed, except by mutual agreement between employee and employer.
- (d) Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

## ARTICLE 16 - LEAVE OF ABSENCE

### 16.1 General leave

The Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

### 16.2 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors for the first five working days of any jury duty, or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

(e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

### **16.3 Full-Time Union or Public Duties**

(a) The Employer shall grant, on written request, long-term leave of absence without pay and without loss of seniority will be granted:

- (1) for employees elected to a full-time position with the Union for a period of one year;
- (2) for an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union;
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

(b) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:

- (1) for employees to seek election in a municipal, federal, first nation or other aboriginal election, for a maximum period of 90 days;
- (2) For employees elected to a public office for a maximum period of five years.

### **16.4 Health and Welfare Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 30 calendar days. For any leave of absence or accumulation of leaves of absence in excess of 30 calendar days, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Society in accordance with the procedures established by the Employer.

### **16.5 Sick Leave Bank**

(a) Employees with three or more years of continuous service shall earn the following sick leave days with pay:

- (1) three years continuous service .....one day per year
- (2) four years continuous service .....two days per year
- (3) five years continuous service .....three days per year
- (4) six years continuous service .....four days per year
- (5) seven years continuous service .....five days per year

(b) The qualifying date for the sick leave bank is January 1<sup>st</sup> of each year. Employees who have reached the years of continuous service by January 1<sup>st</sup> will be credited as outlined above.

(c) Sick leave is prorated for part-time employees.

(d) Unused sick leave days shall be carried over to subsequent years, to a maximum of 15 days.

(e) Upon request, an employee shall be advised of the balance of their sick leave credits.

## ARTICLE 17 - MATERNITY AND PARENTAL LEAVE

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

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

### 17.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for shorter period under Article 21.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

### 17.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence for up to 37 weeks following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave);
  - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child;
  - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

### **17.3 Leave without Pay**

All leave taken under Article 17 (Maternity and Parental Leave) is leave without pay.

### **17.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 17.1 (Maternity Leave) and 17.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 17.1(f) (Maternity Leave) and/or 17.2(c) (Parental Leave).

### **17.5 Return from Leave**

- (a) On return from leave, an employee will be placed in their former position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 21.1 (Maternity Leave) or 21.2 (Parental Leave).

### **17.6 Benefit Plan**

If an employee maintains coverage for benefit plans while on maternity or parental leave, the employee bears the cost of the plan.

### **17.7 Seniority Rights on Return to Work**

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position, and
- (c) the employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

### **17.8 Extended Child Care Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 21.1 (Maternity Leave) and 21.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in their former position.

**ARTICLE 18 - STATUTORY COMPLIANCE & OCCUPATIONAL HEALTH AND SAFETY****18.1 Statutory Compliance**

- (a) A safety and health committee shall be established. In accordance with the Industrial Health and Safety Regulations pursuant to the *Workers Compensation Act*.
- (b) Committee responsibilities - the Safety and Health Committee shall function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*. Minutes of all Safety and Health Committee meetings shall be kept and copies of such meetings shall be sent to the Employer and the union designate. Meetings shall be held at the call of either party, but not less than once a month.
- (c) The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the *Labour Code* or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. Whenever this agreement is silent, the regulations shall apply and be considered part of this agreement.

**18.2 No Disciplinary Action**

Where an employee in good faith acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations they shall not be subject to disciplinary action:

**18.3 Safety Issues**

All matters arising around safe working conditions will be referred to the Occupational Health and Safety Committee pursuant to Article 19 of this agreement.

**18.4 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from sick leave.

**18.5 Investigation of Accidents**

The Occupational Health and Safety Committee shall receive a copy of the Workers' Compensation Board Accident Report Form in the event of an injury. In the event of a fatality, the Employer shall immediately notify the President of the Union or their designate of the nature and circumstances of the accident.

**18.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be the responsibility of the Employer.

**18.7 Union Representatives**

All time spent by union representatives on health and safety matters pursuant to this article shall be without loss of pay.

**18.8 Protective Clothing and Supplies**

The Employer shall supply protective clothing and supplies as required by the Workers' Compensation Board.

**ARTICLE 19 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

This article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in this field.

The purpose of the following provisions is to preserve job security and stabilize employment, and to protect as many regular employees as possible from loss of employment.

Any employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which they are employed.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turn over of staff to absorb such displaced employee.

However, when necessary to reduce staff, it shall be done in accordance with Article 11 (Layoff and Recall).

## **ARTICLE 20 - PROMOTIONS AND STAFF CHANGES**

### **20.1 Probation for New Employees**

- (a) A newly hired employee will be subject to a probationary period for three months of full-time equivalent employment.
- (b) The Employer may reject an employee during the probationary period based on a test of suitability of the probationary employee for continued employment in the position to which they have been appointed provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (c) The Employer may extend the probationary period to a maximum of six months if the Employer determines that the employee shows the potential to become a regular employee but does not meet a full test of suitability at the end of the initial probationary period.

### **20.2 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification.

## **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

### **21.1 Paydays**

Employees shall be paid semi-monthly on the 5<sup>th</sup> and 20<sup>th</sup> day of the month.

### **21.2 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. For information purposes, the applicable rates of pay are recorded as Appendix 1 to this agreement.
- (b) The distribution of paystubs shall be done in such a manner that the details of the paycheque shall be confidential.

### **21.3 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.



## **ARTICLE 22 - HEALTH AND WELFARE BENEFITS**

### **22.1 Extended Health**

The Employer shall continue to maintain the current extended health and welfare plan for the life of this agreement. The detailed extended health and welfare plan shall be provided to employees upon request.

### **22.2 Medical Services Plan**

The Employer shall pay 50% of the premium costs for regular employees who have completed their probationary period and who work a minimum of 24 hours each week.

## **ARTICLE 23 - LABOUR MANAGEMENT COMMITTEE**

There shall be a Joint Labour Management Committee composed of two union representatives and two management representatives. The Committee shall meet at the call of either party, or at least every 60 days, at a mutually agreeable time and place. The Chair of the Committee shall alternate between Management and the Union. Responsibilities of the Committee is to make recommendations to the Union and the Employer on the following:

- (a) reviewing matters other than grievances relating to the maintenance of good relations between the parties; and
- (b) correcting conditions causing misunderstandings.
- (c) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.

Employees attending joint committee meetings shall suffer no loss of wages or benefits.

## **ARTICLE 24 - TERM OF AGREEMENT**

### **24.1 Duration**

This agreement shall be binding and remain in effect to January 1, 2022.

### **24.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2021, but in any event not later than midnight October 31, 2021.
- (b) Where no notice is given by either party prior to October 31, 2021, both parties shall be deemed to have been given notice under this article on October 31, 2021, and thereupon Clause 24.3 applies.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the President.

### **24.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 24.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

### **24.4 Changes in Agreement**

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

**24.5 Effective Date of Agreement**

The provisions of the agreement shall come into full force and effect upon ratification.


**24.6 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

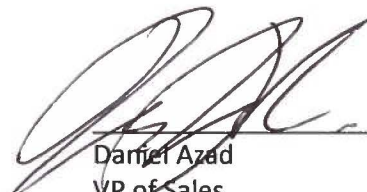
  
Stephanie Smith  
President

  
Peter Milne  
Bargaining Committee

  
Earl Moloney  
Staff Representative

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
Farsheed Azad  
President  
PC Helpline Computer Support Inc.

  
Daniel Azad  
VP of Sales  
PC Helpline Computer Support Inc.

Dated this 28 day of October, 2019.

**APPENDIX 1**  
**Hourly Rates of Pay**

<b>Classification</b>	<b>January 1, 2019</b>	<b>January 1, 2020</b>	<b>January 1, 2021</b>
	<b>Current</b>	<b>2%</b>	<b>2%</b>
<b>Support Analyst</b>			
Probation	\$16.00	\$16.32	\$16.65
Step 1	\$17.00	\$17.34	\$17.69
Step 2	\$18.00	\$18.36	\$18.73
Step 3	\$19.00	\$19.38	\$19.77
Step 4	\$20.00	\$20.40	\$20.81
Step 5	\$21.00	\$21.42	\$21.85
<b>Migration Analyst</b>			
Probation	\$21.00	\$21.42	\$21.85
Step 1	\$22.80	\$23.26	\$23.72
Step 2	\$24.60	\$25.09	\$25.59
Step 3	\$26.40	\$26.93	\$27.47
Step 4	\$28.20	\$28.76	\$29.34
Step 5	\$30.00	\$30.60	\$31.21
<b>Sales Associate/Manager</b>			
Probation	\$21.00	\$21.42	\$21.85
Step 1	\$22.80	\$23.26	\$23.72
Step 2	\$24.60	\$25.09	\$25.59
Step 3	\$26.40	\$26.93	\$27.47
Step 4	\$28.20	\$28.76	\$29.34
Step 5	\$30.00	\$30.60	\$31.21
<b>Operations Manager</b>			
	\$23.75	\$24.23	\$24.71
<b>Supervisor</b>			
	\$21.50	\$21.93	\$22.37

In accordance with Article 20, probation is three months of full-time equivalent employment. After probation, within their classification, employees shall move to the next Step/rate of pay every 12 months from the date of their appointment to the classification.

Taking into consideration relevant prior work experience, knowledge, skills and training, the Employer may opt to place a qualified new employee in a higher step in the classification at the time of hire.

The Employer may apply a Temporary Market Adjustment (TMA) to any of the above rates of pay with the mutual agreement of the parties. The Employer will first advise the Union of their intention to do so, and the rationale. The Union will not unreasonably withhold agreement.

**APPENDIX 2**  
**List of Arbitrators**

Joan Gordon  
Arne Peltz  
Amanda Rogers  
Marli Rusen

**MEMORANDUM OF UNDERSTANDING #1**  
**Regarding Article 12 - Hours of Work**

The parties agree that the standard hours of work for employees will be as described in Article 12 of this agreement and will guarantee an employees a minimum opportunity of 70 hours, in each pay period.

In order to maximize this opportunity, the Employer may offer employees additional hours which abut their normally assigned daily shifts. In the event that an employee declines additional work hours which abut their normally assigned daily shifts, the Employer is entitled to include these declined hours in the 70 hours in each pay period requirement.

In addition, the Employer is entitled to contact employees and offer additional work hours for their scheduled day off in order to maximize the opportunity to reach the 70 hours, in each pay period minimum. However, it is understood by the parties that employees may decline this offer of additional hours on their day off. If the employee declines an offer of additional work hours on their scheduled day off, such declined hours will not be counted as part of the required 70 hours, in each pay period minimum.

In either case, the overtime provisions contained in Article 13 shall apply in the event that the daily or weekly overtime thresholds are reached.

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