

COLLECTIVE AGREEMENT

between the

SILLIKER JR LABORATORIES, ULC

and the

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

Effective to November 30, 2019

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DEFINITIONS

For the purpose of this agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining described in the certification dated March 8, 1974 (varied by the Industrial Relations Council on August 29, 1989) and includes all employees except those excluded by the *Act* or mutual agreement.
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection;
- (3) "*child*" - wherever the word "*child*" is used in this agreement, it will be deemed to include a ward of the Director, Child, Family and Community Services, or a child of a spouse;
- (4) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for a least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (5) "*continuous employment*" or "*continuous service*" - means uninterrupted employment with Silliker JR Laboratories, ULC, and/or Merieux NutriSciences subject to the provisions of Article 11;
- (6) "*day of rest*" - means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (7) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (8) "*employee*" - means a member of the bargaining unit and includes:
 - (a) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
 - (b) "*auxiliary employee*" - meaning an employee who is employed for work:
 1. on a call-in basis and not regularly scheduled; or
 2. positions created to carry out special projects or work which is not continuous; in a temporary workload situation; or
 3. temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave; relief in a specific position.
 4. temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;This does not include relief in a succession of specific positions which are anticipated to equal or exceed, in aggregate, four months or longer.

"*Employee*" does not include incumbents of managerial or confidential positions mutually excluded by the parties to this agreement.
- (9) "*Employer*" - means Silliker JR Laboratories, ULC and/or Merieux NutriSciences;
- (10) "*geographic location*" - is that area within a radius of 32 kilometres of where an employee ordinarily performs their duties;

- (11) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;
- (12) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (13) "*layoff*" - includes a cessation of employment, or 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 should work become available, employees will be recalled in accordance with Article 13;
- (14) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (15) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (16) "*probation*" - for an employee means a period of months from the date of initial hire. The Employer may extend probation for one additional month provided the union area office is consulted and mutual agreement is reached on the extension.
- (17) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;
- (18) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;
- (19) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (20) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (21) "*spouse*" - includes husband, wife and common-law spouse;
- (22) "*termination*" - is the separation of an employee from Silliker JR Laboratories, ULC and/or Merieux NutriSciences for cause pursuant to Article 10 - Dismissal, Suspension and Discipline or Article 11 - Seniority;
- (23) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU);
- (24) "*workday*" - is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift will be deemed as time worked after a shift;
- (25) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

(b) The parties to this agreement share a desire to improve the quality of services provided. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of operation in which members of the bargaining unit are employed.

1.2 Future Legislation

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

1.3 Conflict with Policy

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

1.4 Singular and Plural

Wherever the singular is used in this agreement the same will be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.5 Human Rights Code

- (a) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) The Employer will make available to all interested employees a file containing the *Human Rights Code* of British Columbia and other readily available information relating to that *Code*.

1.6 Discrimination and Harassment

- (a) The Employer and the Union recognize that employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. The Employer, in cooperation with the Union, will promote a workplace where all employees are treated with respect and dignity.
- (b) Discrimination relates to any of the prohibited grounds contained in the *Human Rights Code* of British Columbia. Grounds for discrimination include race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, because a person has been convicted of a criminal or summary conviction offence that is unrelated to employment, gender identity or expression.
- (c) Harassment relates to any conduct, whether it be verbal, physical or by innuendo, that is likely to cause offence or humiliation to any reasonable person and which is based on the prohibited grounds contained in the *Human Rights Code* of British Columbia.
- (d) Discrimination and harassment do not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (e) Any employee who feels that they are subject to discrimination or harassment may file a complaint pursuant to Clause 1.10. This does not preclude an employee from filing a complaint under the *Human Rights Code* of British Columbia; however, an employee will not be entitled to duplication of process. An employee making a complaint of discrimination or harassment must choose to direct a complaint to either the BC Human Rights Tribunal or through the process outlined in Clause 1.10.

1.7 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.
- (b) The parties agree that substantiated cases of sexual harassment may be cause for discipline, up to and including dismissal.
- (c) Sexual harassment means 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:
- Touching, patting or other physical contact;
 - Leering, staring or the making of sexual gestures;
 - Demands for sexual favours;
 - Verbal abuse or threats;
 - Unwanted sexual invitations;
 - Physical assault of a sexual nature;
 - Distribution or display of sexual or offensive pictures or material;
 - Unwanted questions or comments of a sexual nature;
 - Practical jokes of a sexual nature.
- (d) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (e) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (f) Both males and females can be sexually harassed by members of either sex.

1.8 Personal Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment.
- (b) The Employer will take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (c) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation, gender identity or expression. It is discriminatory behaviour, directed at an individual, in which a reasonable person would consider substantially distressful to that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
- Physical threats or intimidation;
 - Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - Distribution or display of offensive pictures or materials.
- (d) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

(e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

1.9 Anti-Bullying

(a) The Employer and Union support the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conducts at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

(b) The Employer will take such actions as are necessary to protect employees from bullying and agree that employees who engage in bullying may be disciplined.

(c) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) Intimidates, show hostility, threatens and offends others;
- (2) Interferes with a workers performance;
- (3) Otherwise adversely affects others.

(d) Bullying conduct includes, but is not limited to:

- Name calling;
- Humiliation;
- Spreading rumours;
- Gossiping;
- Public ridicule;
- Scapegoating and blaming;
- Taunting;
- Ostracizing;
- Sexualizing;
- Making racial or ethnic slurs;
- Treating people like they are invisible;
- Rude interruptions;
- Sarcastic jokes;
- Invading one's personal territory;
- Giving limited information, then blaming;
- Cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.);
- Removing areas of responsibilities without cause;
- Constantly changing work guidelines;
- Establishing impossible deadlines that will set up the individual to fail;
- Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure);
- Underwork - creating a feeling of uselessness;
- Criticizing a person persistently or constantly;

- Belittling a person's opinions;
- Unwarranted (or undeserved) punishment;
- Blocking applications for training, leave or promotion;
- Tampering with a person's personal belongings or work equipment;
- Favouritism.

1.10 Complaint Procedures

In the case of a complaint, the following will apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from discrimination, harassment or bullying may submit a complaint in writing within six months of the latest alleged occurrence directly to Human Resources. Upon receipt of the written complaint, the Employer will notify in writing the designated union staff representative.
- (b) An alleged harasser (respondent) will be given notice of the substance of such a complaint under this article and will be entitled to attend, participate in, and be represented at any hearing pursuant to Clause 1.10(g).
- (c) The Employer's designate will investigate the complaint and will submit their report to Human Resources in writing within 30 days of receipt of the complaint. Human Resources will within 30 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent will be apprised by the Employer's resolution.
- (d) Complainants and respondents who are members of the bargaining unit will be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, Human Resources may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the respondent, except that the complainant may be transferred with their written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Employer's resolution to the complaint under Clause 1.10(c), the Union will put the complaint, within 30 days, before a mutually agreed upon independent adjudicator who specializes in cases of personal harassment or sexual harassment or bullying. The adjudicator will work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator will have the right to:
 - (1) dismiss the complaint;
 - (2) determine the appropriate level of discipline to be applied to the respondent; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a respondent pursuant to Clause 1.10(g) will not form the basis of a grievance.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.

(j) This article does not preclude an employee from filing a complaint under the *Human Rights Code* of British Columbia. However, an employee will not be entitled to duplication of process. An employee making a complaint under this article must choose to direct a complaint to either the BC Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment will not form the basis of a grievance.

(k) Complaints under the article will be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint will be sealed at the conclusion of the process.

1.11 Inappropriate Use of Managerial/Supervisory Authority

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

(b) Inappropriate use of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

(c) Complaints arising from this clause will be dealt with through the grievance procedure as set out in Article 8.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit will comprise all employees included in the bargaining unit as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.

(b) Incumbents of new positions established by the Employer will automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by the Labour Relations Board.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Services Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974 applies.

2.3 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement will be sent to the President of the Union or their designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement as it applies to that employee, will be forwarded to the President of the Union or their designate.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select one steward to represent every 20 employees or major part thereof.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward, or their alternate, will obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose will be with pay. Such permission will not be unreasonably withheld. On resuming their normal duties, the steward will notify their supervisor.
- (d) The duties of stewards will include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.
 - (5) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees.

2.7 Bulletin Boards

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

2.8 Union Insignia

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which require them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee.
 - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Public Service Appeal Board, or the Labour Relations Board.
 - (5) for employees selected for a full-time position with the Union for a period of one year.
 - (6) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union.
 - (7) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave will be renewed upon request.
- (b) *With pay* - leave of absence with basic pay, substitution pay where applicable, and without loss of seniority will be granted to three employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave will be given with basic pay, substitution pay where applicable, and the Union will reimburse the Employer for salary and benefit costs, including travel time incurred.
- (d) It is understood that employees granted leave of absence pursuant to this clause will receive their current rates of pay while on leave of absence with pay.
- (e) Leave of absence granted under this clause will include sufficient travel time. The Union will provide the Employer with two weeks' notice prior to the commencement of the leave under this clause. The Employer agrees that any of the above leaves of absences will not be unreasonably withheld.

2.11 Emergency Services

The parties recognize that in the event of a strike or lockout situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

2.12 Union Representatives

- (a) Upon request, the Employer will allow reasonable time on the agenda of any course, seminar, or training function held by the Employer for a speaker from the Union, as it pertains to union business.
- (b) Where operational requirements permit, and subject to the union representative giving 24 hours' notice to the appropriate excluded supervisor, the President or their designate will have the right to meet with the employees on the Employer's premises during the normal workday. The purpose of this clause is to facilitate the servicing of current agreements, and it does not apply to meetings dealing with negotiations or general union policy.

(c) The employee's time for attending such meetings as outlined in (b) above will be considered as time worked. No employee will be entitled to claim overtime because of such meetings unless the meeting falls within the approved period of overtime.

ARTICLE 3 - SECURITY

(a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter become members of the Union will, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after March 8, 1974, will, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee.

(c) Nothing in this agreement will be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Employer will, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer will deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions will be made for each biweekly payroll period and membership dues or payments in lieu thereof will be considered as owing in the period for which they are deducted.

(d) All deductions will be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer will 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.

(e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised will 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 will 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 will 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 will supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts will be provided to the employees prior to March 1st of the succeeding year.

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

(i) The Employer will provide to the Union, on a quarterly bases, a report of employees who have ceased employment and the Record of Employment (ROE) code used in the ROE form for each of those employees.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee will be advised of the name and location of their steward. The employee's immediate supervisor will introduce them to their steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 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.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that any and all rights concerned with the management and direction of the business and the directing of the employees, including the hiring and firing and promotion of employees are exclusively that of the Employer except as this agreement otherwise specifies.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Bargaining Committee

A union bargaining committee will be elected and consist of three employees. The Union will have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer. No more than one person will be elected to the Committee from each department. In the event that an employee elected to the Committee transfers departments during the course of negotiations, that employee may remain on the Committee provided there are no more than two or 50% of the departmental staff (whichever is less) on the Committee.

7.3 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.
- (b) Members of union staff will notify the excluded designated supervisory official in advance of their intention and their purpose for entering and will not interfere with the operation of the Employer.
- (c) 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.

(d) The Employer agrees that access to its premises will be granted to local chairpersons and members of the Provincial Executive. Notification will be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access will not interfere with the operations of the Employer.

(e) Notwithstanding Clause 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Laboratory Manager of their intention and purpose for entering the Employer's premises and such access will not interfere with the operations of the Employer.

(f) For the purposes of Clause 7.3(b), (d), and (e) reasonable notice is 24 hours.

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. Where possible, two weeks' notice will be given.

7.5 Employee Information

The Employer will provide to the Union with every regular dues remittance the following information; member last name, member first name, dues, gross wages for period, job/position title, service start date, appointment code (regular, casual, etc), work location name, address and phone number.

The dues remittance report will be submitted electronically to the BCGEU by the Employer in an excel spreadsheet.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

8.2 Step 1

Every effort will be made to settle the dispute with the designated supervisor. An employee has the right to have their union steward present at this discussion. If the dispute is not resolved between the employee and their supervisor the employee may submit the grievance to Step 2 of the grievance procedure. Where the employee is a steward, they will not, where possible, act as a steward in respect of their own grievance but will submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

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

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, 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; and
 - (3) transmitting their grievance to the Laboratory Manager or their designate through the union steward.
- (b) The supervisor will provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

- (a) Within 14 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative will meet to examine the facts, the nature of the grievance, and attempt to resolve the dispute. The meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 will reply in writing to an employee's grievance within seven days after having the Step 2 meeting.

8.6 Step 3

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

- (a) within 21 calendar days after the decision has been conveyed to the Union by the representative designated by the Employer to handle grievances at Step 2; or
- (b) within 21 calendar days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 will reply in writing to the Union within 10 calendar days of receipt of the grievance at Step 3.

8.8 Failure to Act

If the President of the Union, or their designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union will not be deemed to have prejudiced its position on any future grievance.

8.9 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

8.10 Administrative Provisions

Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate will be by certified mail.

Grievances, replies and notification will 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.

In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this clause will not apply.

8.11 Dismissal or Suspension Grievances

In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.

In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

8.12 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 will be considered to have been abandoned.

8.13 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute will be discussed initially with the Laboratory Manager or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.

8.14 Technical Objections to Grievances

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

8.15 Effective Date of Settlement

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.11, will be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.16 Amending Time Limits

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

ARTICLE 9 - ARBITRATION

9.1 Notification

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, submit the dispute to arbitration within 30 days after the Employer's decision has been received or was due.

(b) A submission of such a difference or allegation to arbitration will be by certified mail to the Laboratory Manager or the designated union representative.

9.2 Assignment of a Single Arbitrator

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, the parties will assign an arbitrator from the mutually agreed upon list of single arbitrators listed in Appendix B and set a date for the hearing.

(b) Depending upon availability, single arbitrators will be assigned cases on a rotating basis.

(c) An arbitrator may be removed from the list by mutual agreement.

9.3 Board Procedure

The Arbitrator may determine their own procedure in accordance with the relevant legislation and will give full opportunity to all parties to present evidence and make representations. They will hear and determine the difference or allegation and will render a decision within 60 days of the conclusion of the hearing.

9.4 Decision of Arbitrator

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

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitrator

The cost of the Arbitrator's fees and expenses will be shared equally by the parties to this agreement.

9.7 Amending Time Limits

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

9.8 Expedited Arbitration

- (a) The parties will meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances will be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of the agreement;
 - (6) grievances relating to Article 14 of this agreement;
 - (7) grievances requiring presentation of extrinsic evidence;
 - (8) grievances where a party intends to raise a preliminary objection;
 - (9) demotions.

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

- (c) The parties will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator will hear the grievances and will render a decision within two working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing will 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 9.2.
- (h) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Dismissal

The Laboratory Manager may dismiss any employee for just cause and any probationary employee for suitability. Notice of dismissal will be in writing and will set forth the reasons for dismissal.

10.3 Suspension

The Laboratory Manager may suspend an employee for just cause. Notice of suspension will be in writing and will set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension will be forwarded to the President of the Union within five days of the action being taken.

10.5 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee will include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee will be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record. Upon the employee's request any such document, other than formal employee appraisals, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee is not aware at the time of filing.

10.6 Employee Appraisal Forms

Where a formal appraisal of an employee's performance is carried out, the employee will be given sufficient opportunity to read and review the appraisal. Provision will be made on the employee appraisal form for an employee to sign it. The form will 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. An employee will, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal will not be changed after an employee has signed it.

10.7 Personnel File

An employee, or the President of the Union or their designate with the written authority of the employee, will be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee, the President or their designate, as the case may be, will give the Employer adequate notice prior to having access to such file(s).

10.8 Right to Have Steward Present

(a) An employee will 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 will 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 will not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward will 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.

10.9 Rejection During Probation

(a) The Laboratory Manager may reject any probationary employee for just cause. A rejection during probation will not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection will be 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.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 8 of this agreement commencing at Step 2.

10.10 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this agreement, service seniority will mean the length of continuous services as a regular employee with the Employer. For those employees who transferred to this Employer from the Public Service of BC on January 1, 1989, all previous seniority as a regular employee will be credited. Service seniority for part-time employees will be prorated on the basis of one year's service seniority for every 1950 hours completed.

11.2 Seniority List

A current service seniority list for regular employees as of December 31st will be provided by the Employer to the President of the Union on or before March 31st of the following year.

11.3 Loss of Seniority

(a) A regular employee on a claim recognized by the Workers' Compensation Board will be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.

(b) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union will continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee will accept the first available position for which the employee is qualified. The Employer will make every reasonable effort to place the employee in their original classification.

(c) An employee will lose their seniority as a regular employee in the event that:

- (1) they are discharged for just cause;
- (2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position;
- (3) they are on layoff for more than one year; or
- (4) they become a casual employee.

11.4 Re-Employment

A regular employee who resigns their position and within 60 days is re-employed as a regular employee will be granted leave of absence without pay covering those days absent and will retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

11.5 Bridging of Service

If a regular employee terminates as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application they will be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions will apply:

- (a) the employee must have been a regular employee with at least three years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service will be for no longer than six years; and during that time the employee must not have been engaged in remunerative employment for more than six months excepting employment with this employer as a casual;
- (d) the previous length of service will not be reinstated until successful completion of the probationary period on re-employment.

11.6 Seniority Calculation

- (a) When compiling a seniority list, the Employer will calculate the seniority of full-time employees by calendar year and part thereof. Part-time employees will be calculated by hours worked.
- (b) It is understood that for the purposes of calculating seniority for part-time employees, 1950 hours will equal one year of service.
- (c) Full-time employees will carry their seniority of 1950 hours equal to one year of service upon transfer to part-time status.

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Notification

Unsuccessful internal applicants to posted positions will be notified in writing of the name and classification of the successful internal applicant, and the reasons they were unsuccessful. In the case where an external applicant is successful, the name will be withheld.

12.2 Appeal Procedure

- (a) Where a grievance has been filed, no permanent transfer or placement will take place until the grievance has been resolved.
- (b) (1) An unsuccessful applicant may grieve the decision provided the grievance is filed within 14 days of the date of notification given by hand.
(2) If no grievance has been filed within 14 days of the date of notification, the position will be confirmed.

(c) Where a grievance is filed by an unsuccessful applicant, the Employer will allow the Union to review relevant documents pertaining to the skill, ability and qualifications of the successful applicant and any grievor. The Employer agrees to provide full disclosure to the Union of the successful applicant.

12.3 Relocations

It is understood by the parties that employees will not be required to relocate from one geographic location to another.

12.4 Joint Rehabilitation Committee

- (a) It is the intent of both the Employer and the Union to encourage and facilitate the early return to gainful employment employees who have been ill or injured. To this end, all applicants will be dealt with by the Joint Committee.
- (b) The Joint Committee may invite specialists on rehabilitation employment as ad hoc committee members on a case-by-case basis.
- (c) Members of the Committee are committed to maintain the confidentiality of medical and other information received in their capacity as committee members.

12.5 Transfers Without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
 - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
 - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Committee established in Clause 12.4 will consider any applications or requests presented to the Committee. Each request for special consideration will be judged solely on its merit.

12.6 Interviews

All interviews will be conducted during normal working hours.

12.7 Postings

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit will be posted within 30 days. The Employer is not precluded from using the posting process to establish eligibility lists. When this procedure is to be used it will be stated on the posting.
- (b) Temporary vacancies of four months duration or longer will be posted. The posting will include the expected duration of the vacancy in addition to the information required in (c) below.
 - (1) A regular employee who bids into the vacancy will revert to their previous position on the expiry of the temporary vacancy.
- (c) The notice of postings will contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (d) Notices will be posted on the appropriate bulletin board and advertised internally and externally for a period of at least seven days prior to the closing of the competition, except as provided for in Clauses, 12.4 and 12.5 and Article 13 of this agreement.
- (e) Subject to Section 6 of the *Human Rights Code* of British Columbia, all job postings will state: "*This position is open to both male and female applicants.*"

(f) Disputes regarding the application of the above will be resolved pursuant to Clause 12.2.

Employees desiring to fill such vacancies will submit written applications within the time period specified on the job posting.

12.8 Selection Process

For the purpose of this article, an internal applicant is a current employee.

(a) The successful applicant will be determined on the basis of qualifications, knowledge, education, skills, experience and ability in regard to the duties to be performed and consistent with the requirements of the position.

(b) In the event that the selection criteria set out in (a) above are equal for an internal and external applicant, priority in appointment will be given to the internal applicant.

(c) In the event that the selection criteria set out in (a) above are equal among internal applicants seniority will be the determining factor. In considering seniority, regular employees will be given preference over casuals.

12.9 Examination Costs

The Employer will pay all costs involved, of employees taking tests or examinations as a result of job requirements.

12.10 Provisions Regarding Attendance at Conferences, etc.

Employees instructed to attend conferences, seminars, Ministry meetings, training or policy meetings, will be considered to be working and pay will be at the appropriate rate. All additional costs and expenses connected with the above meetings will be covered by the Employer. Time spent in travel will be considered time worked. Where such conferences are scheduled outside of normal working hours, equivalent time off, for attending the conference will be taken within the following 14-day period, subject to operational requirements.

12.11 Job Orientation

The Employer agrees to provide essential orientation for employees assigned to new jobs.

12.12 Trial Period

An employee, other than a probationary employee, who is transferred to a new classification or promoted to a new job classification will be placed on a trial period of three calendar months. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee wishes to return to their former position, they will be returned to their former position and hourly rate without loss of seniority. Any other employee displaced by the return of the employee will also be returned to their former position and hourly rate, without loss of seniority. Upon mutual agreement of the Employer and the Union, the trial period may be waived or extended for an additional three months upon mutual agreement by the parties.

12.13 Equipment Demonstrations

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee will attend such demonstrations, conferences or seminars, upon approval of their application by the Employer. Such approval will not be unreasonably withheld. Time spent in travel and in attendance will be considered as time worked.

ARTICLE 13 - LAYOFF AND RECALL**13.1 Application**

Both parties recognize that job security will increase in proportion to length of service. Therefore, in the event of a layoff, employees will be laid off by classification in reverse order of their service seniority.

13.2 Notice

- (a) An employer will not lay off an employee without giving the employee, in writing, at least:
 - (1) one week's notice where an employee has completed a period of employment of at least three consecutive months, and
 - (2) two weeks' notice where the employee has completed a period of employment of at least six consecutive months, and
 - (3) after the completion of a period of employment of three consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight weeks' notice.
- (b) The period of notice will not coincide with an employee's annual vacation.
- (c) When an employer lays off an employee and fails to comply with Clause 13.2(a) the Employer will pay the employee notice pay equal to the period of notice required.
- (d) Payment under Clause 13.2(c) does not relieve the Employer from making any other payment to which the employee is entitled.
- (e) Copies of such notification will be forwarded to the Union.

13.3 Layoff

- (a) An employee designated for layoff may fill a vacancy in any classification provided that the employee is qualified and able to perform in the vacant position or can with a period of familiarization qualify for the position.
- (b) Employees designated for layoff may bump a less senior employee based on their ability to do the job within a period of familiarization.
- (c) Employees who fill a vacancy or bump a junior employee at a lower classification will retain their current rate of pay or move to the maximum rate of pay at the lower classification, whichever is less, to a maximum of 15%. The bumping employee will be the first person offered the former position should it become available.
- (d) An employee will retain but not accumulate seniority while on layoff.

13.4 Severance Pay

- (a) Within 13 weeks of notice of layoff a regular employee, with written notice to the Employer, may opt for severance. Severance pay will be two weeks' current salary for each completed year of continuous employment.
- (b) Employees will not receive an amount greater than six months' current salary and will not be eligible for recall.

13.5 Recall

- (a) Regular employees who are laid off will be placed on a recall list for a period of 12 months.
- (b) No new employees will be hired until employees on the regular recall list are offered recall as specified in (c).
- (c) Regular employees on the recall list will be recalled in order of service seniority provided they possess the qualifications to perform the job after a period of retraining and familiarization.
- (d) If the recalled employee with the highest service seniority declines, the employee with the next highest service seniority will be recalled.
- (e) An employee will remain on the recall list for the period specified in (a) or until they decline two offers of work.
- (f) An employee will notify the Employer of intention to return to work within two working days of being notified of recall by priority courier. Failure to return to work within seven calendar days after being notified of recall will be deemed to be resignation. The Employer will make every reasonable effort to use available information from the worksite to reach a laid off employee before sending the priority courier, which will be deemed as proper notice.

13.6 Retraining and Adjustment Period

- (a) Employees who assume a new position pursuant to this article will receive job training and will be allowed two months to familiarize themselves with their new duties.
- (b) If, after the period of familiarization, the employee is deemed unable to perform the duties of the position, the following will apply:
 - (1) the employee may file a grievance;
 - (2) the employee may be placed into a vacancy;
 - (3) the employee may opt for severance pay as provided for in this agreement;
 - (4) the employee would be on layoff and notice is deemed to have been given at the original notification-of-layoff time.

ARTICLE 14 - HOURS OF WORK**14.1 Hours of Work**

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 2080, which is equivalent to 40 hours per week. The 2080 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 2080 hours.

14.2 Work Schedules

The week will consist of any consecutive five days. The normal hours of work will consist of eight hours within a 24-hour period.

14.3 Changes to Work Schedules

- (a) Permanent changes to the schedule will be done by mutual agreement. Where there is no mutual agreement the qualified employee with the least seniority will be assigned to the new permanent schedule. If modifications are made to a regular full-time or part-time employee's assigned schedule on a permanent basis with less than two weeks' notice, the employee will be paid at time and one-half the employee's regular rate for the first rescheduled shift.
- (b) Schedules may be changed on short notice due to emergencies or urgent operational need. If modifications are made to a regular full-time or part-time employee's assigned schedule with less than two days' notice, the employee will be paid at time and one-half the employee's regular rate for the first rescheduled shift.
- (c) Modifications made to a regular full-time or part-time employee's assigned schedule in accordance with (a) and (b) above, must be consistent with operational requirements.

14.4 Rest Periods

Employees will be given one paid 15-minute rest period during the first half of their shift and one paid 15-minute rest period during the second half of their shift.

14.5 Meal Periods

- (a) Meal periods will be scheduled as close as possible to the middle of the workday. The length of the meal period will be 30 minutes. Meal periods of longer length will require the approval of the supervisor.
- (b) Where the Employer determines that the meal period cannot be taken away from the workstation, such meal periods will be considered as time worked and included in the work schedule.
- (c) Should an employee choose to take a 60 minute lunch break, their hours will be adjusted accordingly.

14.6 Scheduling Earned Time Off

- (a) Employees may exchange days off with the Employer's approval providing there is no increased cost to the Employer.
- (b) Under the provisions of Clauses 17.3 and 17.4 of this agreement, the day off in lieu of a holiday worked or a holiday on a day of rest, will be scheduled by mutual agreement within 60 days. If the day off has not been scheduled or taken, it will be paid out.

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts

- (a) *Identification of Shifts:*
 - (1) Day shift - any shift starting between 6:00 a.m. and 11:59 a.m.
 - (2) Afternoon shift - any shift starting between 12:00 p.m. and 9:00 p.m.
- (b) *Shift Premium:* 75¢ per hour for afternoon shifts for those employees working a full shift at the request of the Employer.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" - means work performed in excess of the averaging period of 80 hours per two week period.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times the straight-time rate.
- (d) "*Double-time*" - means twice the straight-time rate.

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime will be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee will use their discretion in working the overtime and the Employer will be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.
- (c) The method of compensation for overtime will be in accordance with Clause 16.5(d) of this agreement.

16.3 Overtime Entitlement

An employee will be entitled to compensation for authorized overtime in excess of the agreed averaging period.

16.4 Sharing of Overtime

Overtime work will be allocated equitably to qualified employees considering their availability and location of employees.

16.5 Overtime Compensation

- (a) Overtime worked will be compensated at the following rates:
 - (1) time and one-half for the first 16 hours worked in excess of the agreed averaging period;
 - (2) at double-time for all hours worked in excess of Clause 16.5(a)(1);
 - (3) if an employee is called out without notice on their day of rest or an employee is directed to work on their day of rest then overtime will be compensated at the rate of double-time for all hours worked.
- (b) An employee who works on a designated holiday which is not a scheduled workday will be considered to have worked overtime and will receive their regular day's pay, and will receive additional

compensation at the rate of time and one-half for all hours worked; except for Christmas and New Year's when the additional compensation will be at the rate of double-time for all hours worked.

(c) An employee on travel status who is required to travel on the Employer's business outside their regular working hours will be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) Overtime compensation will be paid out.

16.6 Compensation for Trade Shows and Interviews

If the Employer requests an employee to work at trade shows or to interview co-op students, which requires an employee to be away from their normal worksite, an employee will be paid at their regular pay at straight-time rates for all hours worked. Mileage and meal expenses will be paid as per Article 28. The employee has the right to refuse such requests.

16.7 No Layoff to Compensate for Overtime

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

16.8 Right to Refuse Overtime

All employees will have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action. In situations where overtime is required and there are no employees willing to work, the qualified employee with the least seniority will be assigned to work the required overtime hours. The Employer will make every effort to have at least two qualified employees trained to perform the necessary work.

16.9 Callout Provisions

(a) A regular employee who is called back to work outside their regular working hours will be compensated for a minimum of three hours at overtime rates.

(b) A regular employee who is called back to work outside their regular working hours will be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

(c) For the purposes of (1) and (2) above it is agreed that "*callout*" means that an employee has been called out without prior notice.

16.10 Rest Interval After Overtime

An employee required to work overtime adjoining their regularly scheduled shift will be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours are not provided, a premium calculated at overtime rates will apply to hours worked on the next regular shift.

16.11 Overtime Meal Allowance

(a) When an employee is required to work three hours or more of unscheduled overtime immediately before or after completion of their scheduled daily hours, they will be provided with a meal or will be reimbursed with an overtime meal allowance and a meal break of one-half hour with pay will be given. The overtime meal allowance will be up to \$12.50 with an accompanying receipt.

(b) A further meal or allowance and meal break as above will be provided upon completion of an additional four hours worked, and upon the completion of every four hours worked thereafter.

- (c) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.
- (d) When an employee not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer will provide the meal or pay the overtime meal allowance.
- (e) Where any of the meals provided under (a), (b) or (c) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee will receive only one benefit for each meal.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

- (a) Effective the date of ratification the following have been designated as paid holidays:

New Year's	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

In addition to the above list, employees will choose an additional paid holiday to be scheduled in accordance with Clause 18.3. At least one of the Supervisor or Senior Technician in each department will be scheduled to work Easter Monday. Not greater than 50% of the remaining positions in each department may schedule Easter Monday as their additional paid holiday with the right to do so accruing according to seniority. Employees must make their choice known to the Employer by February 15th each year.

- (b) Any other holiday proclaimed as a holiday by the federal or provincial governments will also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as observed on some other day, the next scheduled workday will be deemed to be the holiday for the purposes of this agreement.

17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee will be entitled to a day off with pay in lieu.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they will be compensated at time and one-half rate plus a paid day in lieu.

17.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday will be compensated at the rate of time and one-half for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation will be at the rate of double-time for hours worked, plus a day off in lieu of the holiday.

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work will have at least Christmas Day or the following New Year's Day off.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year will be the calendar year commencing January 1st and ending December 31st.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Workdays
First to third	15
Fourth.....	16
Fifth.....	18
Sixth	19
Seventh	20
Eighth	22
Ninth	23
Tenth.....	24
Eleventh	25
Twelfth.....	26
Thirteenth to fifteenth.....	27
Sixteenth to eighteenth	28
Nineteenth.....	29
Twentieth.....	31
Twenty-first.....	32
Twenty-second.....	33
Twenty-third and twenty-fourth.....	34
Twenty-fifth and thereafter.....	35

(c) "*Conversion of Hours*" - where an employee is granted vacation pursuant to this article and where the regularly scheduled workday is greater than seven and one-half hours per day, the annual vacation entitlement will be converted to hours on the basis of a seven and one-half hour day and deducted accordingly.

(d) Employees engaged on a part-time basis will be entitled to annual vacation on a pro rata basis as above.

18.2 Vacation Earnings for Partial Years

- (a) (1) During the first partial year of service a new employee will earn vacation at the rate of one-twelfth the annual vacation entitlement for each month for which they earn 10 days' pay.
- (2) Subject to Clause 18.7, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken will be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Clause 18.7, the scheduling and completion of vacations will be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls will be the first vacation year. For the purpose of calculation of vacation entitlement, the calendar year in which the fifth anniversary falls will be the fifth vacation year; in which the sixth anniversary falls will be the sixth vacation year; etc.
- (c) An employee earns but is not entitled to receive vacation leave during the first six months of continuous employment.
- (d) Vacation schedules, once approved by the Employer, will not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (e) The employee will be permitted to take their vacation entitlements at any time during the year if the vacation schedule permits. All employees will be allowed to take their complete vacation entitlement during the period from May 1st to September 30th if the vacation schedule permits.
- (f) Vacation will be granted on the basis of service seniority within a classification series in the work unit.
- (g) Employees will exercise their seniority rights for the choice of their first vacation period, up to a maximum of four weeks, prior to November 30th of the previous year. Seniority will prevail in the choice of the second vacation period, but only after other employees in the unit have selected their first two-week vacation period.
- (h) Vacation schedule forms will be posted by November 1st of each year in each work unit. Employees will make vacation selections by November 30th of each year. The complete vacation schedule will be posted by December 15th.
- (i) An employee who does not exercise their seniority rights within two weeks after receiving the vacation schedule, will not be entitled to exercise these rights with respect to any vacation time previously selected by an employee with less seniority.
- (j) Vacation schedules may be amended at any time by mutual agreement of the Employer and any employee affected by the change.
- (k) The Employer will make every effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (l) Changes requested in selected vacation periods for compassionate reasons will be given careful consideration. Such changes will not affect the selected vacation periods of other employees.

18.4 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 workdays preceding their vacation, in which case they will receive the higher rate.

18.5 Approved Leave of Absence With or Without Pay During Vacation

When an employee is in receipt of the Wage Indemnity benefits or on leave with or without pay in accordance with Clauses 21.1, 21.5 and 21.7 during their vacation period, there will be no deduction from the vacation credits for such leave. The period of vacation so displaced will be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

18.6 Vacation Carryover

- (a) An employee may carry over up to five days' vacation leave per vacation year to a maximum of 10 days at any one time cumulative. Except as provided in Clause 18.2(a)(2) an employee will not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) A single vacation period which overlaps the end of a calendar year (December 31st) will be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Callback from Vacation

- (a) Employees who have commenced their annual vacation will not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they will be reimbursed for all expenses incurred thereby by themselves in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer including reimbursement of any penalties required for cancellation of vacation arrangements.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled will not be counted against their remaining vacation entitlement.

18.8 Vacation Leave on Retirement

An employee scheduled to retire will be granted vacation entitlement prorated to the retirement date in the final calendar year of service.

18.9 Vacation Credits Upon Death

Earned but unused vacation entitlement will be made payable, upon termination due to death, to the employee's dependant, or where there is no dependant, to the employee's estate.

ARTICLE 19 - WAGE INDEMNITY AND LONG-TERM DISABILITY

19.1 Wage Indemnity and Long-Term Disability

Employees will be entitled to coverage for Wage Indemnity and Long-Term Disability in accordance with the agreed-upon Group Life and Health Insurance Policy. The Employer will pay 100% of the premium. (See current edition of Employee Benefit Booklet)

The Employer will maintain coverage for medical, extended health, group life, accidental death and dismemberment, wage indemnity and long-term disability and will pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to the Wage Indemnity and Long-Term Disability Plans.

On return from leave of not greater than six months, an employee will be placed in their former position.

On return from an unbroken period of greater than six months leave, an employee will be placed in their former position or in a comparable position of equal classification at their last salary level.

An employee who has returned to work not later than October 1st will receive a grid increase on the first Sunday in the following April.

An employee on leave pursuant to this clause will earn seniority for all hours the employee would have worked had they not been ill and been able to stay on the job.

19.2 Sick Leave Entitlements

(a) Employees will be entitled to 10 sick days per year with 100% pay by earning one day per month on January 1st each year, commencing after the six-month probation period. Employees may borrow up to their full annual entitlement of sick leave for the current year. If, at termination or on December 31st in the year that the employee returns to work from any unpaid leave, an employee has used more sick leave than earned, that leave must be paid back to the Employer.

(b) Payout schedule for employees who are sick less than seven days per calendar year:

Sick Day Payout Schedule	
Sick Day Usage	Payout* (days)
0	1.50
1	1.25
2	1.00
3	0.75
4	0.50
5	0.25
6 - 10	0.00
<i>*Payout at fiscal year end, on December 31st of the calendar year, at the employee's current rate of pay.</i>	

(c) Payment of sick days will be at 100% of pay.

(d) The Employer will provide a Wage Indemnity Plan with the following benefits:

- (1) 75% pay based on a seven day prorated to a maximum of \$700 or the Employment Insurance maximum, whichever is higher;
- (2) first day of injury, accident or hospitalization;

- (3) seventh day of illness;
 - (4) the benefit period will be 17 weeks in duration.
 - (5) The Employer will maintain the level of benefit coverage so as not to decrease those levels. Notice of change of carrier will be communicated to the Union prior to the change.
- (e) The Employer will provide a long-term disability plan that contains the following:
- (1) benefit coverage will be at 66.7% of monthly earnings to a maximum of \$5000 per month;
 - (2) 119th day of injury;
 - (3) 126th day of illness;
 - (4) coverage to the age of 65.

19.3 Workers' Compensation Claim

When an employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they will be entitled to leave without pay until such time they are medically cleared to return to work to perform the duties of their own classification.

The Employer will maintain coverage for medical, extended health, group life, accidental death and dismemberment, wage indemnity and long-term disability and will pay the Employer's share of these premiums.

On return from leave of not greater than six months, an employee will be placed in their former position.

On return from an unbroken period of greater than six months leave, an employee will be placed in their former position or in a comparable position of equal classification at their last salary level.

An employee who has returned to work not later than October 1st will receive a grid increase on the first Sunday in the following April.

An employee on leave pursuant to this clause will earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

19.4 Employee to Inform Employer

When an employee is absent due to illness or injury, they will advise the supervisor as soon as possible. The Employer may require an employee who is unable to work because of illness or injury to provide a doctor's certificate where it appears that a pattern of consistent or frequent absence from work is developing.

ARTICLE 20 - DOMESTIC ABUSE

"Domestic violence" means:

- (a) An act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
- (b) a threat or attempt to do an act described in (a) above.

"*Intimate partner*" includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with who one has a relationship similar to the relationship enumerated in this definition.

"*Sexual partner*" means any conduct of a sexual nature of act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

20.1 Exception to Entitlements

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

20.2 Place of Work Accommodation

- (a) If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer will accommodate the employee's need unless it would cause the Employer undue hardship.
- (b) The employee will provide evidence reasonable in the circumstances that the employee needs accommodation.

20.3 Hours of Work Accommodation

- (a) If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs fewer hour of work or needs to work at different times that the Employer has assigned the employee, the Employer will accommodate the employee's need unless it would cause the Employer undue hardship.
- (b) The Employer may require an employee who needs accommodation under Clause 20.3(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

20.4 Domestic Violence Leave

- (a) An employee is entitled to leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.
- (b) An employee is only entitled to a leave of absence under Clause 20.4(a) if the employee uses the leave of absence for one or more of the following purposes:
 - (1) To see medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability cause by the violence; or
 - (2) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or
 - (3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of violence; or
 - (4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or

- (5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding relate or resulting from the violence.
- (c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.
- (d) Leaves taken under 20.4(b) will not exceed a total of 80 hours per calendar year, unless additional leave is approved by the Employer.
- (e) Leave taken under Clause 20.4 - Domestic Violence Leave beyond 10 days is unpaid. An employee who wishes to take leave under this section will advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee will advise the Employer of the leave in writing as soon as possible after beginning it.
- (f) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

ARTICLE 21 - SPECIAL AND OTHER LEAVE

21.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay will be entitled to special leave, at their regular rate of pay, from the date of death up to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave will normally not exceed five workdays. Leave in excess of five days may be granted without pay and such leave will not be unreasonably withheld.
- (b) Immediate family is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandchild, stepmother, stepfather, stepbrother, stepsister, son-in-law, daughter in-law, or grandparent and, any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) If an employee is on vacation leave at the time of bereavement, the employee will be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

21.2 Special Leave

- (a) Where leave from work is required, a regular employee, who has passed their probation, will be entitled to special leave at their regular rate of pay for the following:
- (1) marriage of the employee - three days;
 - (2) birth or adoption of the employee's child - one day;
 - (3) serious household or domestic emergency - one day;
 - (4) attend their formal hearing to become a Canadian citizen - one day;
 - (5) attend funeral as pallbearer or mourner - one-half day;
 - (6) attend wedding of the employee's child - one day;
 - (7) moving household furniture and effects - one day;
 - (8) court appearance for hearing of employee's child - one day.
- (b) Two weeks' notice is required for leave under (a)(1), (a)(4), (a)(6), and (a)(7).

(c) For the purpose of (a)(4), (a)(5), (a)(6), and (a)(7), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(7), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (a)(7) on one occasion within the preceding 12 months.

21.3 Family Illness

(a) In the case of illness of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child the employee will be entitled, after notifying their supervisor, to use up to a maximum of two days' sick leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

21.4 Full-Time Union or Public Duties

The Employer will grant, on written request, leave of absence without pay and without loss of seniority;

(a) for employees to seek election in a municipal, provincial, federal election, First Nation or other Aboriginal election for a maximum period of 90 days;

(b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year; and the leave will be renewed upon request;

(c) for employees elected to a public office for a maximum period of five years;

(d) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union. The leave should be for a period of three years and will be renewed upon request.

21.5 Leave for Court Appearances

(a) The Employer will grant, up to a maximum of 10 days, paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, or the employee requires in excess of 10 days referenced in (a) above, such leave to attend a court will be without pay.

(c) An employee in receipt of their regular earnings while serving at court will 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 will be without pay.

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

21.6 Leave for Writing Examinations

Leave of absence with pay will be granted to allow employees time to write examinations for courses approved by the Employer. Employees will advise the Employer of the time and place of the examination when they are made aware of the time and place.

21.7 Leave for Taking Courses

(a) An employee will be granted leave with pay to take courses at the request of the Employer. The Employer will bear the full cost of the course including tuition fees, entrance or registration fees, laboratory fees and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

21.8 General Leave

Notwithstanding any provision for leave in this agreement, 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 will not be unreasonably withheld. All requests and approvals for leave will be in writing. Upon request, the Employer will give reasons orally for withholding approval.

21.9 Leave For Medical/Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children will be permitted, but where any such absence exceeds two hours, the full-time absence will be charged to the entitlement described in Clause 21.10.

21.10 Maximum Leave Entitlement

Leaves taken under Clause 21.2, 21.3 and 21.9 will not exceed a total of 50 hours per calendar year, unless additional special leave is approved by the Employer.

21.11 Educational Leave

(a) Applications for educational leave of periods for four months or longer must be submitted to the Employer six months prior to the beginning of the requested leave period.

(b) Applications for leave of periods of less than four months should be submitted to the Employer with as much lead time as practical.

(c) An employee granted educational leave under this clause will receive up to 100% of their basic pay.

(d) An employee granted educational leave under this clause will be required to sign a statement for the Employer to the effect that, on the completion of the training, they will remain in the service of the Employer for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic pay.

(e) Should they leave the service of the Employer before this period expires, they will refund to the Employer the total cost of their training including allowances and expenses on a pro rata basis.

- (f) An employee granted educational leave without pay will be required to sign a statement to the effect that on completion of the training they will remain in the service for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.
- (g) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (h) Termination of employment by the employee or by the Employer for just cause, will nullify any obligation of assistance by the Employer under this clause.
- (i) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee will be required to repay in full all monies paid under this clause.

21.12 Elections

Any employee eligible to vote in a federal, provincial, or municipal election or referendum will have the required consecutive clear hours, in accordance with the relevant legislation (i.e. federal, provincial, or municipal), during the hours in which the polls are open in which to cast their ballot.

ARTICLE 22 - MATERNITY LEAVE, ADOPTION LEAVE 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.

If there are changes to maternity or parental leave provisions as a result of legislative changes the parties will meet and mutually agree on how to implement the changes.

22.1 Maternity Leave

- (a) The employee will be granted leave of absence for a period of not more 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) 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.
- (d) The Employer will, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) A request for shorter period under Article 22.2(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.
- (f) 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 appropriate alternative duties, before requiring an employee to take a leave of absence.

22.2 Adoption Leave (Adoptive Parents)

An employee will qualify for adoption leave and benefit entitlement after six calendar months have passed from the date they commenced employment with the Employer.

- (a) Upon application, an employee will be granted leave of absence following the adoption of a child. The employee will furnish, to the Employer, proof of adoption.
- (b) In the case of an adopting parent up to 62 consecutive weeks, commencing within the 78-week period following the date of the adopted child comes into the actual care and custody of the parent within the two week period preceding the date the adopted child into the actual care and custody of the parent.

22.3 Parental Leave

Upon application, employees will be granted parental leaves follows:

- (a) A birth mother who has taken leave is entitled to up to 61 consecutive weeks of unpaid leave.
- (b) A birth father or the common-law partner of the birth mother, including a same-sex partner or an adopting parent is entitled to up to 62 consecutive weeks of unpaid leave commencing within 78-week period following the birth of the child. This leave may be extended by up to five weeks if the child requires an additional period of parental care.
- (c) Birth parents must give their employers at least four weeks written notice of their intention to take parental leave.
- (d) Where both parents are employees of the Employer, the employees will determine the apportionment of parental leave between them.
- (e) 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.

22.4 Extension of Maternity Leave, Adoption Leave or Parental Leave

- (a) Maternity leave will be extended for up to an additional six months for health reasons related to the birth or termination of the pregnancy, where a medical practitioner's certificate is presented.
- (b) Adoption leave or parental leave will be extended for up to six months for health reasons where a doctor's certificate is presented and where the medical condition relates to the child or children.
- (c) Employees will be entitled to only one six month extension.
- (d) The Employer will make every reasonable effort to return an employee granted leave under Clause 22.4 to their former position where possible or in the first available position for which they are qualified with the corresponding classification and salary.

22.5 Leave Without Pay

All leave taken under Article 22 is leave without pay.

22.6 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by one or two employees under Article 22 in respect of the birth or adoption of any one child will not exceed 78 weeks except as provided under Clause 22.4 - Extension of Leave.

22.7 Rights on Return to Work

On return to work from maternity, adoption and/or parental leave, an employee will be placed in their former position or in a comparable position of equal classification at a salary level they would have been at but for the leave(s).

22.8 Benefit Plan

If an employee maintains coverage for medical, extended health, dental and/or group life while on leave, the Employer agrees to pay the Employer's share of these premiums for 30 weeks of leave as provided under Clauses 22.1, 22.2 and 22.3. The Employer, at the request of the employee, will maintain coverage under Clause 22.4 provided that the employee reimburses the Employer's share of these premiums on a monthly basis for the period of the extended leave.

22.9 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of leave as provided for under Article 22 will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period of time covered by the leave.
- (b) The employee will be deemed to have resigned on the date upon which their leave commenced if an application for re-employment is not made one month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

22.10 Sick Leave Credits

Illness arising due to pregnancy during employment will be considered normal sick leave.

22.11 Vacation Credits

Employees on leaves covered by Clauses 22.1, 22.2 and 22.3 will receive vacation entitlement based on service seniority. Vacation pay will be calculated based on wages earned during that vacation year.

22.12 Chemical Exposure

No pregnant employee will be required to perform work that requires the use of pathogenic bacteria or chemicals or solvents that are known teratogens or reproductive toxins. The Employer will allow pregnant employees to use respirators, isolation and other risk reduction equipment and procedures at the request of the employee. It is understood that the Employer will not modify standard operating procedures as a result of such a request.

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

23.1 Statutory Compliance

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

23.2 Joint Occupational Health and Safety Committee

The parties agree that the intent of this agreement is to ensure that all employees will have the maximum possible access to the Occupational Health and Safety Committee structure. Local occupational health and safety committees will be established and operated as outlined below:

- (a) The Committee will be composed of at least six members, three of whom will be employees appointed by the Union and three of whom will be representatives appointed by the Employer.
- (b) The committees will function in accordance with the Occupational Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committees will be recorded on a mutually agreed to form and will be sent to the Union and the Employer.
- (c) Employees who are representatives of the Committee will not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with WorkSafeBC Regulations.
- (d) Other committee business in accordance with (c) above will be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to the Committee business on their days of rest or outside their regularly scheduled hours of work will not be considered time worked but such employees will receive equivalent time off at straight-time.
- (e) Committee meetings will be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work will not be considered time worked, but such committee members will receive equivalent time off at straight-time.

23.3 Unsafe Work Conditions

No employee will be disciplined for refusal to work on assignment which, in the opinion of a safety committee member or steward, after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.

Where an employee acts in compliance with Part 3 of the WorkSafeBC Occupational Health and Safety Regulations, they will not be subject to disciplinary action.

23.4 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 will receive payment for the remainder of their shift without deduction from short-term disability leave.

23.5 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 will be at the expense of the Employer. The Employer will ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

23.6 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution.

23.7 Investigation of Accidents

- (a) Pursuant to Part 3 of the WorkSafeBC Occupational Health and Safety Regulations, all accidents will be investigated jointly by at least one representative designated by the Union and one management representative.
- (b) Reports will be submitted on an accident investigation form which may be amended by mutual agreement and copies sent to:
 - (1) WorkSafeBC Board
 - (2) Occupational Health and Safety Committee
 - (3) Employer Designate(s)
 - (4) Union Designate(s)

Nothing in this article restricts the right of the Employer to require the management representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

- (c) In the event of a fatality, the Employer will immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

23.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* will be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate will be borne by the Employer, and leave to take the necessary courses will be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are scheduled to act as the First Aid Attendant in addition to their normal job responsibilities will receive \$45 biweekly.

The allowance will be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance will be divided by 80; however, no employee will receive more than the monthly allowance for the class of certificate which they hold.

Employees scheduled to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to 10 days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 workdays in any month, they will receive the full monthly allowance.

- (d)
 - (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
 - (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

(i) recall a qualified casual employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or

(ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.8.

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

23.9 Video Display Terminals

When employees are required to monitor video display terminals which use cathode ray tubes, then:

(a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees will have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six months, a further test and annually thereafter if requested. The examination will be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer will grant leave of absence with pay.

(b) (1) Pregnant employees will have the following options:

(i) not to continue monitoring video display terminals, or

(ii) not working in the area of one meter of video display terminals which use cathode ray tubes, or

(iii) to work at a shielded video display terminal should one be present in the worksite.

(2) When a pregnant employees chooses not to monitor such video display terminals or chooses not to work in such an area, if other work at the same or lower level is available, they will be reassigned to such work and paid at their regular rate of pay.

(3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until they qualify for maternity leave.

(c) Where employees are on leave of absence pursuant to (b) above, and opt to maintain coverage for medical, dental, extended health, group life and long-term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

(d) Over the life of this agreement the Joint Occupational Health and Safety Committee will investigate the effects of VDT and make recommendations to the Employer for implementation.

23.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

(a) The Employer will abide by the Occupational Health & Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

23.11 Safety Equipment

The Employer will supply all safety equipment required for the job under the Workers' Compensation Board Regulations, or required by the Employer.

23.12 Clean-up Time

- (a) Employees will be allowed reasonable time during the shift for clean-up purposes.
- (b) Facilities for such clean-up will be provided by the Employer subject to the practicability of the particular situation.

23.13 Supply and Maintenance of Equipment

The Employer will provide and maintain all equipment, tools, machinery, furniture and supplies necessary for the employees to perform their duties.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.1

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
- (c) In light of this mutual recognition the parties have agreed to the following:
- (d) For the purpose of technological change as defined in relevant legislation, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change.
- (e) Upon receipt of a notice of technological change pursuant to Clause 24.1(d) - the Joint Committee established under Article 30 will meet to consult on the impact of the proposed change.
- (f) The written notice identified in Clause 24.1(d) will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (g) Where notice of technological change has been given pursuant to Clause 24.1(d):
 - (1) Regular employees who are assigned by the Employer to work with the new technology will receive a period of training and familiarization. Employees involved in training under this section will receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee will be offered either the vacancy options, early retirement or severance pay provisions of Article 13.

(2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees to the extent that turnover occurs during the period in which a technological change is being implemented.

(3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 or 32 as appropriate.

24.2

For purposes of this article, "*Technological Change*" will not include normal layoffs resulting from a reduction of the amount of work required to be done.

24.3

Notwithstanding Clause 24.1(d), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice will be provided as soon as possible.

24.4

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology. Accordingly, the parties agree, pursuant to Article 30, to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 25 - 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 employees.

ARTICLE 26 - HEALTH AND WELFARE

26.1 Basic Medical Insurance

All employees will be covered by the BC Medical Services Plan. The Employer will pay the monthly premiums for employees and their eligible dependants.

26.2 Extended Health Benefits

The Employer will provide and pay the monthly premiums for employees and their eligible dependants for extended health benefits in accordance with the agreed Group Life and Health Insurance Policy. The plan will provide a direct pay drug card. Vision Care will be employer paid and the coverage will be \$350 every two years. Additional coverage for Prescription Safety glasses will be employer paid and the coverage will be up to \$250 every two years. Funds may be banked if not used every two years for the use of glasses.

26.3 Dental Plan

The Employer will provide and pay the monthly premiums for employees and their eligible dependants for dental plan benefits in accordance with the agreed Group Life and Health Insurance Policy.

26.4 Group Life and Accidental Death and Dismemberment

The Employer will provide group life and accidental death and dismemberment plans in accordance with the agreed Group Life and Health Insurance Policy. The Employer will pay 100% of the premium on the minimum base and the employee will pay the premium for any insurance over the minimum.

26.5 Benefit Plans and Insurance Policy

A copy of the Group Life and Health Insurance Policy will be sent to the BCGEU President or their designate.

26.6 Change of Carrier

The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

ARTICLE 27 - WORK CLOTHING

- (a) The Employer will provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel.
- (b) The Employer will provide all wearing apparel, footwear, and/or protective clothing presently issued to employees and will be responsible for the cleaning and maintenance of said items.
- (c) An employee who is in receipt of an issue of uniform/clothing will have replacement made when they surrender unserviceable items previously issued.

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

28.1 Equal Pay

The Employer will 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.

28.2 Paydays

- (a) Employees will be paid biweekly. Casual employees will receive their paycheque no later than four weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances and deductions will be provided for each pay period. All premiums and allowances payable will be paid out in the pay period following the pay period when the work was done, provided necessary time sheets and statements are given to the Accounting Department no later than 9:00 a.m. on the Monday prior to payday.
- (c) The Employer will provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation will be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the pay is not available on the payday, the Employer will arrange for the employee to be provided on the payday with an adequate advance on their salary.

28.3 Rates of Pay

- (a) Employees will be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 28.7.
- (b) The distribution of paystubs will be done in such a manner that the details of the paycheque will be confidential.
- (c) The rates of pay are recorded in Appendix A.

28.4 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, they will receive the rate for the job, where a single rate is established. If a salary range is established, they will receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 5% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

Payment for leave under Clauses 21.1 and 21.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 days preceding their leave, in which case they will receive the higher rate.

- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.

- (c) *Positions Temporarily Vacant*

The Employer acknowledges that, except in cases of emergency, the workload of employees covered by this agreement will not be increased beyond their regular level as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reasons. This clause will only apply when workloads are full.

- (d) Where substitution is required for Laboratory Scientists, Technicians or Assistants, the most senior available qualified employee in the appropriate classification will be afforded the opportunity to substitute in the higher position.

28.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to 5% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

28.6 Pay on Temporary Assignment

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay will maintain their regular rate of pay.

28.7 Salary Protection and Downward Reclassification of Position

- (a) When an employee's classification is changed or an employee is placed into a position with a lower maximum salary, through no fault of the employee, the following will apply:
- (1) the employee will not have their salary reduced;
 - (2) the employee will not receive any salary increases until the maximum salary of the lower classification equals or exceeds the employee's salary;
 - (3) when the maximum salary of the lower classification equals or exceeds the employee's salary the employee will receive the full negotiated salary increases of the new classification thereafter.
- (b) Such changes in classifications or placements made pursuant to Article 13 and/or 31.8 are covered by (a) above.

28.8 Vehicle Allowances

Vehicle allowances for all distances travelled on the Employer's business will be paid to employees who use their own vehicles in the performance of their duties. The allowance will cover distance to and from the employee's place of residence up to a total maximum of 32 kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties. Vehicle allowance will be 55¢ per kilometre.

28.9 Personal Vehicle Use

Employees have the right to refuse to use their own vehicles for company business.

28.10 Meal Allowances

Employees on travel status away from their headquarters will be entitled to a meal allowance for the time spent away from headquarters.

Breakfast	\$12.00
Lunch.....	\$14.00
Dinner	\$23.25

28.11 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 11:30 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee will be reimbursed for the cost of commercial transportation upon presentation of receipts.

28.12 Upgrading Qualifications

Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

28.13 Accommodation, Board or Lodging

Accommodation, board and lodging allowances for employees required to work away from their headquarters will be paid by the Employer.

28.14 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation will be entitled to claim for one five minute telephone call home, to or within British Columbia, for every night away.

28.15 Salary Rate on Demotion

When an employee is demoted the employee will receive the rate for the position if a single salary. If a salary rate is established, the maximum reduction will be the closest step to 8%, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than 5%, the new salary will be the maximum of the new position.

28.16 Out of Pocket Expenses

An employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to the approval of the Employer.

ARTICLE 29 - CLASSIFICATION AND RECLASSIFICATION**29.1 Classification Specifications**

- (a) Classification specifications will be established by the Employer and notice given to the Union.
- (b) No existing classification will be eliminated without prior notification to the Union.
- (c) Discussion will be held to attempt to resolve the proposed elimination of a classification prior to its elimination.

29.2 Classification and Salary Assignments

- (a) When a new or substantially altered classification covered by this agreement is introduced, the rate of pay will be subject to negotiations between the Employer and the Union.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within 10 days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within 30 days to the special arbitrator agreed by the parties who will determine the new rate of pay.
- (d) The new rate of pay will be effective on the date agreed to by the parties or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.

29.3 Classification Appeal Procedure

An employee will have the right to grieve, through the Union, the classification of the positions they occupy.

- (a) If an employee believes that the position they occupy is improperly classified, they will discuss the classification or grade with their immediate supervisor.
- (b) The supervisor will, upon request, provide the employee with a written statement of duties and responsibilities within 30 days of the request.
- (c) Upon request, the employee and their immediate supervisor will discuss this statement by comparison with the classification specification(s).

- (d) If there is a dispute between the supervisor and the employee concerning the classification or grade of the position they occupy, or if the employee believes there is a conflict between their classification specification and the statement of duties, the employee may initiate a grievance at Step 2.

ARTICLE 30 - JOINT COMMITTEE

30.1 Establishment of Joint Committee

There will be established a joint committee composed of members equal in number, represented by the Employer and the Union. The size of this committee will be two union representatives and two senior employer representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and will set guidelines and operating procedures for such committees.

30.2 Meetings of Committee

The Joint Committee will meet at the call of either party at a mutually agreeable time and place. Employees will not suffer any loss of basic pay for time spent on this committee.

30.3 Chairperson of Committee

An employer representative and a union representative will alternate in presiding over meetings.

30.4 Responsibilities of Committee

- (a) The Committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and will not have the power to bind either the Union or its member or the Employer to any decisions or conclusions reached in their discussions.
- (b) The Committee will have the power to make recommendations to the Union and the Employer on the following general matters:
- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing grievances and misunderstanding.

ARTICLE 31 - AUXILIARY EMPLOYEES

31.1 Auxiliary Employees

- (a) An auxiliary employee will receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) Auxiliary employees who have worked 2080 hours in a 15-month period and who have a reasonable prognosis of a further four months continuous full-time employment, will be converted to regular status effective the beginning of the month following the month in which they obtained the required hours.

31.2 Seniority on Applying for Regular Positions

Auxiliary employees will be recognized as in-service applicants when applying for regular positions.

31.3 Seniority

- (a) (1) For the purpose of layoff and recall, an auxiliary employee who has worked in excess of 30 days will accumulate service seniority on the basis of:
 - (i) all hours worked at the straight-time rate;
 - (ii) designated paid holidays or days off in lieu in accordance with Clause 31.8.
 - (2) The total hours above will be converted to a eight hour shift to establish seniority.
 - (3) Upon completing 30 workdays (eight hour shifts), an auxiliary employee's seniority will include the accumulated 30 workdays.
- (b) For the purpose of layoff and recall, auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work related injury while employed by the Employer, will earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.
- (c) A current work unit service seniority list will be posted quarterly in each seniority unit and will be provided to the President of the Union or their designate.

31.4 Loss of Seniority

An auxiliary employee will lose their service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than nine months;
- (d) they are unavailable for or decline three offers of re-employment as provided in Clause 31.5; or
- (e) they become a regular employee.

31.5 Layoff and Recall

- (a) Layoff of auxiliary employees will be by classification in reverse order of service seniority.
- (b) Auxiliary employees on layoff will be recalled in order of service seniority provided the auxiliary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain will be laid off upon completion of the season or term and will be subject to recall procedures in accordance with (b) above.
- (d) Auxiliary employees hired for special projects, as mutually agreed to between the Employer and the Union, or auxiliary employees hired under the auspices of the Ministry of Advanced Education and Job Training, Personal Placement Programs will be considered terminated for cause in accordance with Clause 31.4(a) upon completion of their project or program.
- (e) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to (g) below.

Calls made to auxiliary employees outside of the scheduled time periods will be treated in accordance with this article.

- (f) Auxiliary employees will provide a direct communication link that will give them personal contact with their work unit/recall section. This communication link must be appropriate to the Employer's operation, specifically telephone or email communication.
- (g) Where telephone communication is used, two attempts, at least, will be made to contact the auxiliary employees. In the case of an emergency situation, a single verbal attempt will be made to contact the auxiliary employees.
- (h) Auxiliary employees are responsible for advising their work unit/recall section in writing of their current phone number, address, and email address for the accuracy and completeness of the information provided. Auxiliary employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.
- (i) Auxiliary employees are responsible for advising their work unit/recall section, in writing, of their current phone number, address, radio call numbers, etc., as established in (g) above, and for the accuracy and completeness of the information provided. Auxiliary employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.
- (j) Auxiliary employees on layoff who experience problems with their communication link established under (g) above, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (n) below, are required to contact their work unit/recall section in advance of the scheduled time periods as designated by the Employer. The auxiliary employees may be required to contact their work unit/recall section during the scheduled time period to obtain a specific work schedule, etc.
- (k) If unable to contact auxiliary employees during the scheduled time periods established in Section (e) above, the Employer will immediately advise the employees by certified mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 31.4(d). If unable to contact auxiliary employees outside of the scheduled time periods, the Employer will not count such unavailability for purposes of Clause 31.4(d) except as specified in (l) below.
- (l) Where auxiliary employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Clause 31.4(d).
- (m) Where auxiliary employees are contacted during the scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 31.4(d).
- (n) Auxiliary employees who are unavailable in the following circumstances, and who call in to their work unit/recall section at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 31.4(d):
- (1) absence on a WCB claim;
 - (2) maternity leave;
 - (3) absence on bereavement as per Clause 31.6(c);
 - (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;

- (5) illness; proof of illness may be required if the absence is greater than days or where it appears a pattern of consistent or frequent absence is developing;
 - (6) illness of a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
 - (7) union leave per Clause 2.10;
 - (8) jury duty;
 - (9) medical or dental appointments.
- (o) Auxiliary employees subject to recall will lose their service and classification seniority and will be considered terminated for just cause where they are unavailable for or decline work on three separate occasions in the calendar periods between January 1st and June 30th inclusive or July 1st and December 31st inclusive.
- (p) The Employer is not required to recall auxiliary employees who have already accumulated 2080 hours in a 12-month scheduling period.
- (1) Auxiliary employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, will be in writing and include the days and/or times, and effective date.
 - (2) Where a recall for work on such days and/or times occurs, it will be made on the basis of seniority and in accordance with the provisions of (b) and (e) through (n) above.
 - (3) Should a auxiliary employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with 10 days written notice.
- (q) Auxiliary employees unavailable for, or declining work offered to them, will not accumulate service seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.
- (r) The Employer is not required to recall auxiliary employees who have already accumulated 1950 hours in a 12-month scheduling period.
- (1) Auxiliary employees who report for work at the call of the Employer will be paid for all hours worked with a minimum of two hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board.
 - (2) Where an employee commences work they will receive three and one-half hours pay at their regular rate unless:

- (i) their work is suspended for reasons completely beyond the control of the Employer; or
- (ii) the duration of the work assignment is known in advance by the employee; in which instances the provisions of Clause (s)(1) will apply.

31.6 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Articles 11, 13, 17, 18, 19, 21, 22, and 26 do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.
- (b) Any auxiliary employee who is eligible to vote in a federal, provincial, or municipal election or referendum will have the required consecutive clear hours, in accordance with the relevant legislation (i.e. federal, provincial, or municipal), during the hours in which the polls are open in which to cast their ballot.
- (c) Auxiliary employees will be entitled to the provisions of Clause 21.1 - Bereavement Leave; however, such leave will be without pay.
- (d) Maternity leave for auxiliary employees with less than 2080 hours worked in a 15-month period will be in accordance with the *Employment Standards Act*.

31.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees will receive compensation of 60¢ per working hour, up to a maximum of \$45 per biweekly pay period.

31.8 Designated Holidays

- (a) Auxiliary employees will be compensated for the paid holiday as follows:
 - (1) An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30-day period by the number of days worked.
 - (2) An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to a prorated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30-day period by 15.
- (b) An auxiliary employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day will be compensated at the same rate as regular employees in the same situation.

31.9 Annual Vacation

Auxiliary employees will be entitled to receive vacation pay at the rate of 4% of their regular earnings. Auxiliary employees will receive their earned vacation pay upon termination or added to their regular pay each pay period.

ARTICLE 32 - GENERAL CONDITIONS**32.1 Payroll Deductions**

An employee will be entitled to have deductions from their salary assigned for the purchase of Canada Savings Bonds.

32.2 Indemnity

Except where a joint union-employer committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceeding.

32.3 Copies of Agreements

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, sufficient copies of the agreement will be printed for distribution to employees. The cost of such printing and distribution will be borne equally by the parties.

(b) The cover of the agreement will read as follows:

COLLECTIVE AGREEMENT
between the
SILLIKER JR LABORATORIES, ULC
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Effective to November 30, 2019

(c) All agreements will be printed in a union shop and will bear a recognized union label.

(d) The Union will submit to the Employer a draft for proofing within one month of ratification.

(e) The Employer will complete proofing of the collective agreement within 30 days of receipt of the proof copy from the Union.

(f) Once the final copy has been agreed to and signed by the parties, copies will be provided to each member by the Employer.

32.4 Travel Advance

(a) Regular employees who are required to proceed on travel status will be provided with an adequate travel advance.

At the completion of the travel, the voucher for receiptable expenses and a completed company expense form will be submitted to the Employer for approval. Any balances owing to either party will be cleared within 30 days.

(b) Travel on employer time will be considered time worked.

32.5 Reorganization

- (a) The parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of substantial reorganization on the employees.
- (b) In the event of any substantial reorganization in the bargaining unit which results in redundancy, relocation or reclassification, the issue will be discussed by the Joint Committee in order for the Employer to consult with the Union. The Committee will be composed of members equal in number representing the Employer and the Union.

32.6 Personal Vehicle Use

Employees have the right to refuse to use their own vehicles for company business.

32.7 Personal Property Damage

Where the employee is requested by the Employer to bring an employee's personal property to the worksite the Employer will be responsible for repairing or replacing such property if it is damaged or destroyed.

32.8 Copyrights

The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee within the course of their duties for the Employer, will be retained by the Employer. The Employer further agrees that the employee may be granted permission to quote selected portions of such materials in a larger work or to publish the material in related journals. Such permission will not be unreasonably withheld.

32.9 Employee Contact Information

It is the responsibility of the employee to keep the Employer informed of their current address and telephone number. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Duration

This agreement will be binding and remain in effect to midnight November 30, 2019.

33.2 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 August 1, 2019 but in any event not later than midnight, August 31, 2019.
- (b) Where no notice is given by either party prior to August 31, 2019 both parties will be deemed to have given notice under this clause on August 31, 2019 and thereupon Clause 33.3 applies.

All notices on behalf of the Union will be given by the President of the Union and similar notices on behalf of the Employer will be given by the President of Silliker JR Laboratories, ULC.

33.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 33.2, the parties will, within 14 days after the notice was given, commence collective bargaining.

33.4 Change in Agreement

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

33.5 Agreement to Continue in Force

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

33.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, will come into force and effect upon ratification.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Walter Brandl
Laboratory Director

Aida Titerlea
Bargaining Committee

Catrin Hall
Operations Manager

Heidi LeFaive
Bargaining Committee

Andrea Mears
Staff Representative

Dated this _____ day of _____, 20_____.

APPENDIX A
Wage Schedule - Fair and Equitable Wage Increase

Employees who on April 1st, have worked greater than 1040 straight-time hours at their current step level will receive a step increase. Step increases will be applied on the first Sunday of the first pay period in April.

Classification	Step	Current	Upon Ratification	Dec 2017 2.5%	Dec 2018 2.5%
Receptionist	1	16.60		17.02	17.45
	2	17.03		17.46	17.90
	3	17.47		17.91	18.36
Administrative Assistant	1	19.49		19.98	20.48
	2	19.99		20.49	21.00
	3	20.50		21.01	21.54
Sample Receiving Technician	1	17.72	18.57	19.03	19.51
	2	18.17	19.08	19.56	20.05
	3	18.64	19.57	20.06	20.56
Courier	1	16.60		17.02	17.45
	2	17.03		17.46	17.90
	3	17.47		17.91	18.36
Lab Helper	1	12.42		12.73	13.05
	2	13.07		13.40	13.74
	3	13.41		13.75	14.09
Lab Assistant	1	14.58		14.94	15.31
	2	14.96		15.33	15.71
	3	15.34		15.72	16.11
Lab Technician	1	16.97		17.39	17.82
	2	17.41		17.85	18.30
	3	17.85		18.30	18.76
Chemist 1	1	19.72		20.21	20.72
	2	20.22		20.73	21.25
	3	20.74		21.26	21.79
Chemist 2	1	21.27		21.80	22.35
	2	21.82		22.37	22.93
	3	22.37		22.93	23.50
Chemist 3	1		22.90	23.47	24.06
	2		23.69	24.28	24.89
	3		24.05	24.65	25.27
Senior Chemist	1	26.99		27.66	28.35
	2	27.68		28.37	29.08
	3	28.39		29.10	29.83
Microbiologist 1	1	19.72		20.21	20.72
	2	20.22		20.73	21.25
	3	20.74		21.26	21.79
Microbiologist 2	1	21.27		21.80	22.35
	2	21.82		22.37	22.93
	3	22.37		22.93	23.50

Classification	Step	Current	Upon Ratification	Dec 2017 2.5%	Dec 2018 2.5%
Microbiologist 3	1		22.90	23.47	24.06
	2		23.69	24.28	24.89
	3		24.05	24.65	25.27
Senior Microbiologist	1	26.99		27.66	28.35
	2	27.68		28.37	29.08
	3	28.39		29.10	29.83
Microbiology Supervisor	1	30.52		31.28	32.06
	2	31.30		32.08	32.88
	3	32.11		32.91	33.73
Chemist Supervisor	1	31.78		32.57	33.38
	2	32.59		33.40	34.24
	3	33.43		34.27	35.13
Research Chemist	1	21.33		21.86	22.41
	2	21.87		22.42	22.98
	3	22.44		23.00	23.58
	4	23.01		23.59	24.18
	5	23.60		24.19	24.79
	6	24.21		24.82	25.44
Senior Research Chemist	1	27.97		28.67	29.39
	2	28.68		29.40	30.14
	3	29.42		30.16	30.91
QA/QC Technician	1	19.49		19.98	20.48
	2	19.99		20.49	21.00
	3	20.50		21.01	21.54
Senior Sample Receiving Technician	1	20.20		20.71	21.23
	2	20.71		21.23	21.76
	3	21.24		21.77	22.31
Student	1	14.59		14.95	15.32
	2	14.95		15.32	15.70
	3	15.34		15.72	16.11
Lead Trainer	1		26.99	27.66	28.35
	2		27.68	28.37	29.08
	3		28.39	29.10	29.83

If the Government of British Columbia raises the minimum wage to an hourly rate that is higher than a rate of pay for any classification, that classification will retain the spread that was previously negotiated.

Chemists and Microbiologists employed at the date of ratification will stay at their current rate of pay.

APPENDIX B
List of Single Arbitrators

- Rick Coleman
- Kate Young
- Robert Blasina
- Colin Taylor

Or as mutually agreed to.

LETTER OF UNDERSTANDING 1
Exclusion of Operations Supervisor - Organic/Inorganic & Microbiology Departments

The Union will agree to exclude the two Operation Supervisor positions from the bargaining unit contingent on the following conditions:

- (a) The incumbent(s) will be placed into the excluded position only if they voluntarily agree.
- (b) The incumbent(s) who choose not to be placed into the excluded position, will remain in the position (which will remain in the bargaining unit) until such time as they vacate the position, at which time the Employer may post the position as excluded.

LETTER OF UNDERSTANDING 2

The parties will agree to discuss a mechanism for promotions within the following at a labour management meeting to be convened within 120 days from date of ratification between the classifications.

Lab Technician to Chemist 1
Lab Technician to Microbiologist 1
Microbiologist 1 to Microbiologist 2
Microbiologist 2 to Microbiologist 3
Chemist 1 to Chemist 2
Chemist 2 to Chemist 3

LETTER OF UNDERSTANDING 3

When the Employer pension plan becomes available to hourly employees, any employee may join the pension plan when they are eligible for benefits.

Enrolment in the pension plan is voluntary and an employee may enroll at anytime during the course of their employment.

The parties will meet and discuss implementation of the plan.