

COLLECTIVE AGREEMENT

between the

PRECISION ORTHOTIC LABORATORY

and the

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

Effective to May 31, 2020

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DEFINITIONS

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

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

1.2 Use of Singular or Plural

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

1.3 Human Rights Code

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

1.4 Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment.

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

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

(c) Personal harassment means repeated comments and/or actions, or a course of conduct by an employee or the Employer that is known or ought reasonably to be known to be unwelcome and is demeaning or humiliating, and is not reasonably necessary for the Employer's operations. Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

(d) In case of either sexual or personal harassment, the following shall apply:

- (1) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (2) If the matter is not resolved to the employee's satisfaction, then the employee may submit a complaint in writing within 120 days of the latest alleged occurrence through either the Union or the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (3) An alleged offender shall be given notice of the substance of such a complaint under the clause and shall be entitled to attend, participate in, and be represented at any hearing under this clause.
- (4) The Employer designate and a union representative shall investigate the complaint and shall submit reports to the Employer in writing within 15 days of receipt of the complaint. The Employer shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (5) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 7.

(e) Where either party to the preceding is not satisfied with the Employer's response, the complaint will, within 30 days, be put before a mutually agreed-upon independent adjudicator who specializes in cases of personal or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution, and if this is not achieved the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the offender;
- (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(f) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the adjudicator.

(g) This clause does not preclude an employee from filing a complaint under Section 8 of the BC *Human Rights Code*. However, an employee shall not be entitled to duplication of process. An employee in making a complaint must choose to direct a complaint to either the BC Council of Human Rights or process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance other than in (d)(4) above and (f) above.

ARTICLE 2 - UNION RECOGNITION & RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board as of June 11, 1997, except those excluded by mutual agreement of the parties or by the Labour Relations Board.

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

2.2 Bargaining Agent Recognition

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

2.3 Correspondence

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition & Rights of Stewards

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

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

The duties of the steward shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;

- (d) attending meetings at the request of the Employer;
- (e) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (f) other responsibilities as needed.

2.7 Bulletin Boards

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

2.8 Time Off for Union Business

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Union Insignia

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

2.11 Union Meetings

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

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on June 11, 1997, were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after June 12, 1997, shall, as a condition of continued employment, become members of the Union and maintain such membership, within 30 days of employment.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to June 12, 1997 to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES**4.1**

The Employer will provide to the Union, on a quarterly basis, a report of the employees who have ceased employment and the Record of Employment (ROE) code used in Block 16 of the ROE form for each of those employees.

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the monthly wages or salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made monthly in the second payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply to each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year on their T4 statements.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from their monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES**5.1 Employer and Union Shall Acquaint New Employees**

At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be provided with the name, location and work telephone number of the steward and an authorization form for union dues check-off.

Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to the steward.

5.2

The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

5.3

The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 6 - EMPLOYER/UNION RELATIONS**6.1 Representation**

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

6.2 Union Representatives

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of the Union shall notify the Employer in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility. Discussion will not be carried on in the presence of clients.

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

6.3 Technical Information

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

6.4 Employer Rights

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

ARTICLE 7 - GRIEVANCES AND ARBITRATION

7.1 Grievance Procedure

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

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

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

7.2 Step 1

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

7.3 Time Limits to Present Initial Grievance

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

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

7.4 Step 2

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

7.5 Time Limits to Reply at Step 2

- (a) Within 14 days of receiving the grievance at Step 2, the employer designate and the shop steward shall meet to attempt to resolve the dispute. This meeting may be waived by mutual agreement.

- (b) The employer designate shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.

7.6 Step 3

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

- (a) within 14 days after the decision has been conveyed to them by the employer designate or;
- (b) within 14 days after the Employer's reply was due.

7.7 Time Limits to Reply at Step 3

Within 21 days of receipt of the grievance at Step 3, the employer designate shall reply in writing to the grievance.

7.8 Dismissal or Suspension Grievances

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

7.9 Deviation from Grievance Procedure

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

7.10 Technical Objections to Grievances

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

7.11 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post, within British Columbia, this clause shall not apply.

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

7.12 Policy Grievances

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

Where no satisfactory agreement is reached, either party may submit the dispute to Step 3 of the grievance procedure.

ARTICLE 8 - ARBITRATION

8.1 Notification

Either of the parties may, after exhausting Steps 1, 2 and 3 of the grievance procedure, notify the other party within 30 days of the receipt of the Step 3 reply, or the reply being due, of its desire to submit the difference or allegations to arbitration.

8.2 Single Arbitrator

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

8.3 Decision of Arbitrator

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

8.4 Board Procedure

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

8.5 Expenses of Arbitrator

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

8.6 Time Limits or Failure to Act

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

8.7 Disagreement on Decision

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

8.8 Expedited Arbitration

- (a) The parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitrations.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievance;
 - (5) grievances requiring substantial interpretation of a provision of the collective agreement;
 - (6) grievances requiring presentation of extrinsic evidence;
 - (7) grievances where a party intends to raise a preliminary objection; and
 - (8) demotions.

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

- (c) The parties shall mutually agree upon single arbitrators from Appendix 2 who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 8.2.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE

9.1 Burden of Proof

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

9.2 Suspension and Dismissal

- (a) The employer designate may suspend or dismiss any employee for just cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal and a copy shall be sent to the President of the Union or their designate within five working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under 9.2(a) above as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as a dismissal grievance.

9.3 Right to Grieve Other Disciplinary Action

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

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

9.4 Evaluation Reports

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

9.5 Personnel File

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

9.6 Right to Have Steward Present

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

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

9.7 Indemnity

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

(a) exempt and save harmless employees from any liability action arising from a proper performance of their duties for the Employer; and

- (b) assume all costs, legal fees, and other expenses arising from any such action.

9.8 Abandonment of Position

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

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

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

10.2 Seniority List

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

10.3 Loss of Seniority

- (a) An employee on leave of absence, without pay, shall not accrue seniority for leave periods over 30 calendar days.
- (b) An employee shall continue to accrue seniority if they are absent from work with pay or is on employer related Workers' Compensation wage loss replacement benefits or wage loss replacement benefits (for example sick leave, maternity/paternity leave).
- (c) An employee shall lose their seniority and be deemed terminated in the event that:
 - (1) the employee is discharged for just cause;
 - (2) the employee resigns their employment or abandons their position;
 - (3) the employee is on layoff for more than 12 months;
 - (4) upon being notified by the Employer by registered mail at their last known address that they are recalled from layoff, they fail to contact the Employer within seven days and fail to return to work within 14 days.

10.4 Re-Employment

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

10.5 Bridging of Service

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

- (a) the employee must have been a regular employee with at least three years of service seniority at time of termination;
- (b) the break in service shall 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;
- (c) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 11 - LAYOFF AND RECALL

11.1 Definition of Layoff

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

11.2 Pre-Layoff Canvas

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

11.3 Layoff Procedure

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

11.4 Layoff Notice

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

11.5 Layoff Options

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

- (b) The employee may opt for severance in accordance with Article 11.6.

11.6 Severance Pay

In the event of a permanent layoff, an employee who has completed three months of continuous service shall receive one week's notice or pay in lieu of notice. An employee who has completed 12 months of continuous service shall receive two weeks' notice or pay in lieu of notice. After three years of continuous service an employee shall receive three weeks' notice or pay in lieu of notice, plus one additional week for each additional year of service to a maximum of eight weeks' notice. Employees who opt for severance will not be subject to recall in accordance with Article 11.7. Upon receiving severance, an employee will be deemed to have resigned.

11.7 Recall

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

ARTICLE 12 - HOURS OF WORK

Regular Full-Time Employees

- (a) Eight hours per day, 40 hours per week exclusive of meal periods, or a mutually agreed equivalent.
- (b) Monday to Friday.
- (c) The daily hours of work for each employee shall be consecutive.
- (d) The hours of work shall be scheduled between 0700 and 1600.
- (e) A minimum meal period of one-half hour shall be scheduled during each full workday.
- (f) Employees working a full day shall receive one rest period in each half of the day. Employees working less than a full day and a minimum of four hours shall receive one rest period. Employee rest periods shall be of 15 minutes duration.
- (g) Any employee reporting for work at the call of the Employer and then no work is provided, shall nevertheless receive three hours pay for so reporting, or in the case where an employee has commenced work, the employee shall receive a minimum of four hours pay.

ARTICLE 13 - OVERTIME

13.1 Overtime Definitions

Overtime work shall be compensated at the following rates:

- (a) time and one-half for the first two hours of overtime on a regularly scheduled workday;
- (b) double-time for each hour worked in excess of those in (a) above;
- (c) double-time for all hours worked in excess of 48 hours in a week.

13.2 Overtime Entitlement

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime work is authorized in advance. Overtime shall be calculated in 15 minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than 10 minutes.

13.3 Right to Refuse Overtime

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

13.4 Recording of Overtime

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

13.5 Sharing of Overtime

Overtime work shall be allocated equitably.

13.6 Overtime Compensation

The employee shall have the option of receiving pay for overtime or equivalent compensatory time off in lieu of being paid. Time off shall be taken at a mutually agreeable time within 60 days. The Employer agrees not to unreasonably withhold approval for an employee to take time off pursuant to this article.

13.7 No Layoff to Compensate for Overtime

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

13.8 Callback

Employees called back to work on their regular time off at the request of the Employer shall be compensated for a minimum of four hours at the applicable overtime rates.

13.9 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to part-time employees if required to work hours in excess of (a) or (b) above.

13.10 Rest Interval After Overtime

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

ARTICLE 14 - HOLIDAYS**14.1 Paid Holidays**

- (a) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Queen's Birthday	Remembrance Day

Canada Day	Christmas Day
British Columbia Day	Boxing Day
Family Day	

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

(b) In the event that Christmas Eve and New Year's Eve fall on a regularly scheduled workday, the office will be closed at noon subject to operational requirements.

14.2 Holidays Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), shall be deemed to be the holiday for the purpose of this agreement.

14.3 Holiday Coinciding with a Day of Vacation

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

14.4 Proration of Holiday Pay

Holiday pay for qualifying regular part-time employees shall be prorated on the basis of the employee's average daily earnings, exclusive of overtime, for the days worked in the 60 working days immediately preceding the week in which the statutory holiday occurs.

ARTICLE 15 - ANNUAL VACATION

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

- (a) 10 workdays.....after 1 year of continuous service
- (b) 15 workdays.....after 3 years of continuous service
- (c) 20 workdays.....after 8 years of continuous service
- (d) 22 workdays.....after 13 years of continuous service
- (e) 25 workdays.....after 20 years of continuous service

ARTICLE 16 - SICK LEAVE

16.1 Sick Leave Entitlement

(a) Sick time is accrued at 12 hours per month for a full-time employee to a maximum 144 hours per year. Sick leave days shall be paid at 75% of an employee's regular pay. All sick leave is prorated for part-time employees. Sick leave days cannot be carried over from one year to the next.

(b) If an employee does not access the sick time benefit during the course of any given month they shall be paid \$50 on the first pay period following that month.

(c) An employee who is more than five minutes late for work on more than two occasions in a month will not be eligible for the \$50 payment for that month. Punctuality issues of less than five minutes will not cause a loss of payment but will be dealt with by the team lead.

16.2 Employee to Inform Employer

The employee shall advise the Employer as soon as possible of their inability to report for work because of illness or injury and the probable date of return to work. The Employer may request a report from a qualified medical practitioner for any sick leave where there is legitimate cause for concern that the sick leave plan is being misused.

The Employer may require the employee to provide proof of their suitability to return to work.

16.3 Family Illness or Hospitalization

In the case of illness of a dependent child, stepchild, or foster child, where no one at home other than the employee can provide for the needs of the child, the employee shall be entitled, upon notifying the Employer to use sick leave entitlement. Time taken under this clause shall not exceed a maximum of three days at a time.

16.4 Sick Leave Records

Upon request, an employee shall be advised of the balance of his sick leave credits.

16.5 Medical Examinations

Where the Employer requires an employee to submit to a medical examination, it shall be at the expense of the Employer if the Medical Services Plan of British Columbia refuses to pay the costs.

16.6 Sick Leave During Probationary Period

During the probationary period, an employee is not entitled to use sick leave credits. Upon completion of the probationary period, an employee will be credited with sick leave credits accumulated during the probationary period.

ARTICLE 17 - OTHER LEAVE OF ABSENCE

17.1 Bereavement Leave

In the case of death in the immediate family, an employee not on leave of absence without pay shall be entitled to bereavement leave, at his regular rate of pay. Such leave shall be up to a maximum of three working days and where required two days with pay for travel. In the case of a regular part-time employee, leave entitlement shall be prorated based on the hours worked as a percentage of full-time hours of work over the four months immediately preceding the date of application for such leave.

Immediate family is defined as an employee's parent, spouse, common-law spouse, partner, child, brother, sister, father-in-law, mother-in-law, grandmother, grandfather, grandchildren, nieces, nephews and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

17.2 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors for the first five working days of any jury duty, or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise the Employer as soon as they are aware that such leave is required.

17.3 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) Long-term leave of absence without pay and without loss of seniority will be granted:
 - (1) for employees elected to a full-time position with the Union for a period of one year;
 - (2) for an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union;
 - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (b) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:
 - (1) For employees to seek election in a municipal, provincial, federal, first nation or other aboriginal election for a maximum period of 90 days;
 - (2) For employees elected to a public office for a maximum period of five years.

17.4 Health and Welfare Benefits While on Unpaid Leave of Absence

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

ARTICLE 18 - MATERNITY AND ADOPTION LEAVES

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 shall give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall 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 shall give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

18.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.

- (b) The period of maternity leave shall commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for shorter period under Clause 18.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that they are able to perform their duties.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a medical practitioner's certificate is presented.

18.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:
 - (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 18;
 - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child;
 - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

18.3 Leave Without Pay

All leave taken under Article 18 is leave without pay.

18.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 18 in respect of the birth or adoption of any one child shall not exceed 52 weeks, except as provided under Article 18.1(f) and/or 18.1(d) and/or 18.2(d). Where an employee is granted total maternity leave under Articles 18.1(a) and 18.1(f) of greater than 78 weeks, the employee shall not be entitled to parental leave under Article 18.2.

18.5 Return from Leave

- (a) On return from leave, an employee shall be placed in their former position. Where the former position does not exist, in an equivalent position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to 18.1 or 18.2.

18.6 Benefit Plan

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

18.7 Seniority Rights on Reinstatement

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

18.8 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a licensed physician's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition which could be harmful to pregnancy as determined by the physician's statement or report in the place of employment. They may use this leave until all danger from such disease or condition no longer exists.

18.9 Extended Child Care Leave

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 18.1 and 18.2, an employee shall be granted a further unpaid leave of absence not to exceed one year. An employee shall neither lose nor accrue seniority while on extended child care leave.

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

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

Upon return from extended child care leave, an employee shall be placed in their former position or in a position of equal rank and basic pay.

ARTICLE 19 - HEALTH AND SAFETY**19.1 Conditions**

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 attendants, kits and equipment will be supplied in accordance with this section.

19.2 Working Environment

A safe and clean working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

In accordance with Section 5 of the Occupational Health and Safety Regulation, the Employer agrees to establish a joint process for determining the content and provision of all training packages related to WHMIS 2015 with the full implementation of this system by December 31, 2018. The Employer commits to the use of environmentally friendly products.

19.3 Joint Health and Safety Committee

- (a) parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer.
- (b) The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload.
- (c) The Committee will carry out all the functions and duties as per Part 3, Division 4, Section 130 of the *Workers Compensation Act*.

Each worksite will have a Joint Health and Safety Committee and membership will be as follows:

- (1) the Committee will be comprised of a minimum of two worker representatives appointed by the Union and two employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.
- (2) a worker co-chair will be elected from the worker representatives of the Committee and the employer co-chair will be appointed by the Employer.
- (d) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs. Worker representatives will be granted two hours to meet together to prepare for each committee meeting. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay and any other reasonable costs.

Worker representatives shall be released from their regular duties to attend committee meetings and perform related duties and functions as set out in section 130 of the *Workers Compensation Act*. The Employer will reassign the work that otherwise would have been performed by the worker representative. This may include backfilling the employee for all or part of their time spent away from their work duties.

- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.
- (f) A worker representative will be entitled to annual employer paid leave to attend union sponsored occupational health and safety training courses. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.
- (g) Where a worker representative is appointed to serve on the Committee for the first time, the Employer will provide that representative with one day of paid education leave, in addition to that

required by law, during the first six months in which they serve on the Committee for the purposes of attending committee Orientation training courses conducted by the union.

Where worksites exist with less than five employees working there, a worker representative from each such worksite will attend meetings of the Committee. This representative will be appointed by the Union as per section 128 of the *Act*. Meetings will be held on a monthly basis. The worker representatives have the same duties and functions as a joint committee member.

19.4 Strain Injury Prevention

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.

(b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

- (1) the work methods and practices;
- (2) the layout and condition of the workplace and workstation;
- (3) the characteristics of objects or equipment handled;
- (4) the environmental conditions;
- (5) the physical and psychological demands of work;
- (6) in a manner consistent with WCB regulation, policy and guidelines and developed by the Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the joint occupational health and safety committee or worker health and safety representatives.

19.5 Hearing Examinations

Hearing examinations required pursuant to the Workers' Compensation Occupational Health and Safety Regulations shall be conducted during working hours without loss of pay. Where an employee is required to be examined on other than their regularly scheduled workday, they shall receive the applicable overtime rate of pay for the duration of the examination plus travel time upon proceeding directly to and from the examination.

19.6 Unsafe Work

(a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation outlined in Information Appendix B.

(b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations outlined in Information Appendix B and Part 3, Division 6 of the *Workers Compensation Act*.

19.7 Domestic Violence

The Employer agrees they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that could impact employees in the workplace. As such, policies and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

19.8 Investigation of Incidents

(a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

The designated worker representative shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the worker representative for the duration of the investigation. This may include replacement of the employee. Where the investigation is scheduled outside the worker representative's regular hours, they will be paid at the applicable rate of pay.

A preliminary investigation will be completed within 48 hours and a preliminary and corrective action report will be posted and provided to the Committee. The full investigation will be completed within 30 days with the full investigation and corrective action report submitted on a mutually agreed accident/incident investigation form. Copies will be sent to the Workers' Compensation Board, Occupational Health and Safety Committee, each employer representative and each worker representative.

(b) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.

(c) In the event of a fatality the Employer shall immediately notify the Union President, or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

19.9 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.

19.10 Transportation of Accident Victims

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

19.11 Employee Check-in

Check-in procedures will be implemented to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker.

Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

The procedure must include the time interval between checks and the procedure to follow in the event the worker cannot be contacted, including provisions for emergency rescue. A person must be designated to establish contact with the worker at predetermined intervals and the results must be recorded by the person. A check at the end of the work shift must be done.

The procedure(s) must be developed in consultation with the Committee and the worker assigned to work alone or in isolation.

19.12 Protective Clothing and Supplies

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

ARTICLE 20 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

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

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

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

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

ARTICLE 21 - PROMOTIONS AND STAFF CHANGES

21.1 Probation for New Employees

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

21.2 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**22.1 Paydays**

- (a) Employees shall be paid semi-monthly on the fifteenth and last day of the month.
- (b) If the pay is not available on the payday due to the Employer, the Employer shall arrange for the employee to be provided with an adequate advance on their salary, upon request.
- (c) The Employer shall provide for the direct deposit (electronic fund transfer) of all employees' pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday.

22.2 Rates of Pay

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

22.3 Equal Pay

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

ARTICLE 23 - HEALTH AND WELFARE BENEFITS**23.1 Extended Health**

- (a) The Employer shall provide and pay extended health premiums equivalent to 75% of the cost of single employee coverage to a maximum of \$50 per month and 50% of the difference between single and family premiums for regular full-time employees.
- (b) The Employer shall provide and pay, for extended dental premiums equivalent to 75% of the cost of single employee coverage to a maximum of \$50 per month and 75% of the difference between single and family premiums for regular full-time employees.
- (c) The Employer shall provide and pay, on a pro rata basis, for extended health premiums equivalent to 75% of the cost of single employee coverage to a maximum of \$50 per month and 50% of the difference between single and family premiums for regular part-time employees.
- (d) The Employer shall provide and pay, on a pro rata basis, for extended dental premiums equivalent to 75% of the cost of single employee coverage to a maximum of \$50 per month and 75% of the difference between single and family premiums for regular part-time employees.
- (e) *Extended Health*
 - (1) No annual deductible
 - (2) Eyeglasses and frames \$200 every 24 months
 - (3) 80% Pay direct drug card to a maximum of \$2500 per year

- (f) *Dental Plan - annual limit \$2000*
 - (1) Part A 80%
 - (2) Part B 50%
- (g) *Group Life and Accidental Death*
 - (1) \$25,000 life insurance
 - (2) \$25,000 accidental death & dismemberment
 - (3) \$5,000 spouse (dependent life)
 - (4) \$2,500 each dependent child (dependent life)
- (h) *Employee Assistance Program*

23.2 Medical Services Plan

The Employer shall pay 100% of the premium costs for regular employees who have completed their probationary period and who work a minimum of 24 hours each week.

ARTICLE 24 - LABOUR MANAGEMENT COMMITTEE

There shall be a joint labour management committee composed of two union representatives and two management representatives. The Committee shall meet at the call of either party at a mutually agreeable time and place. The Chair of the Committee shall alternate between Management and the Union. Responsibilities of the Committee is to make recommendations to the Union and the Employer on the following:

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

Employees attending Joint Committee meetings shall suffer no loss of wages or benefits.

ARTICLE 1 - CONTRACTING OUT

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

ARTICLE 25 - TERM OF AGREEMENT

25.1 Duration

This agreement shall be binding and remain in effect to May 31, 2020.

25.2 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 March 1, 2020, but in any event not later than midnight March 31, 2020.

(b) Where no notice is given by either party prior to March 31, 2020, both parties shall be deemed to have been given notice under this article on March 31, 2020, and thereupon Clause 25.3 applies.

(c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the President.

25.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 25.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

25.4 Changes in Agreement

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

25.5 Effective Date of Agreement

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

25.6 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Rudy Marchildon
President

Brad Johnson
Bargaining Committee

David Parker
Bargaining Committee

Jeff Morgan
Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX 1
Rates of Pay**

Step	August 1, 2018 2.0%	August 1, 2019 2.0%
Probation	12.90	13.16
Step 1	13.97	14.25
Step 2	15.44	15.75
Step 3	16.89	17.23
Step 4	18.45	18.82
Step 5	20.22	20.62
Step 6	22.31	22.75

Probationary rate based on minimum wage at \$12.65 per hour as of June 1, 2018.

The employer shall provide the employees a one time lump sum payment of \$100 on the first pay period following ratification.

**APPENDIX 2
List of Arbitrators**

Peter Cameron
Vince Ready

**MEMORANDUM OF AGREEMENT #1
Team Lead Position**

A team lead position will be established and posted. The successful candidate will maintain their current job duties and have the added responsibility of maintaining efficiency of operation. A job description will be created prior to posting. The incumbent shall be paid a premium of \$2 per hour.

**MEMORANDUM OF AGREEMENT #2
Wage Increase**

There will be a general wage increase of 2% in each year of the collective agreement effective August 1, 2018 and then again August 1, 2019.

**MEMORANDUM OF AGREEMENT #3
Precision Orthotics Gainsharing Plan**

The parties agree to continue a Gainsharing plan reflective of the elements below.

The parties were pleased with the operation of the Gainsharing plan during the initial 17 months of operation and recognized several areas where updating should be made.

- (a) The fixed number of pairs between gainsharing levels should be by a fixed percentage to allow for scalability based on the number of employees and available hours. To this end the parties agreed to use 2% as the increase factor between steps beyond target and to use 1% as the decrease factor for steps below target.
- (b) The factor used to convert available hours to the production target should reflect that point where there is a gain. For the term of this collective agreement, the parties agreed to divide available hours by the factor of 1.40 to arrive at target level of production.
- (c) The parties agreed that Gainsharing payments should not be made if doing so would create a loss for the Company. To this end, the parties agreed that irrespective of the calculation of available hours divided by the factor, if the resultant target is less than 1100 pair, the target will default to 1100 pair.
- (d) The parties affirmed the importance of production and turnaround time as the measures of the plan and further affirmed that monthly performance of both measures must be not less than the minimum level of performance for each measure to warrant a payment in any given month.
- (e) The parties further agreed that during the life of the collective agreement if issues arise that could result in unintended or unforeseen consequences, the parties will make best efforts to resolve such issues consistent with the principles of Gainsharing.

Eligibility

All Precision Orthotics bargaining unit employees that have completed their probationary period are eligible. To be eligible for a payment in a given month, the employee must have a minimum of 40 hours worked and continue to be an employee on the last day of the month. Hours worked does not include Statutory Holidays, sick leave or/and other forms of paid leave, including paid vacation; it is specifically hours worked. Overtime hours are not considered hours worked for the purpose of calculating the Gainshare. If an employee's employment ends prior to the end of a month, that employee is not eligible for a Gainsharing payment in that month.

Metrics

- (a) The first measure is the number of pairs produced in a month relative to the available hours. This measure is weighted at 70%.
- (b) The second measure is the percentage of orders turned around in seven days or less. This measure is weighted at 30%.
- (c) Proposed changes to targets shall be addressed by the working committee. Changes require agreement of the parties.
- (d) Production at target and seven-day turnaround at target produces a payment of \$100. Performance beyond target for both measures produces a payment greater than \$100.

Calculation of Payments

Each month a production target will be established based on the available hours. In general terms this target will be available hours divided by 1.40. Gradients above and below this target will be structured to define the payment. The plan is predicated on the assumption that the payments are linked to the financial success of the Company. If production is less than 98% of target in a given month, no payment will be earned in that month. Production above target produces a benefit above target.

The seven-day turnaround is independent of the production target. The target monthly seven-day turnaround is 60%. If turnarounds exceed 60%, it will improve the potential payout and turnarounds less than 60% reduces the potential payout. No benefit is earned if seven-day turnaround is less than 55%.

Calculating the Monthly Available Hours

Monthly available hours will include hours worked but will not include statutory holidays, and/or other forms of paid leave such as paid vacation. Long-term absences due to illness or injury, when known of in advance will be considered by the parties in adjusting the target.

As the production target is tied to available hours, it stands to reason that changes to the staff complement will increase or decrease the available hours. Decreases in complement will be recognized as soon as it is known. Increases in complement will be phased in to reflect the learning curve. In the first month, 10% of hours worked by new hires will be included in available hours, 60% of available hours will be included in the second month and 90% of available hours will be included in the third month. A probationary employee's contribution toward available hours will remain at 90% until they have completed probation. New employees are eligible for a Gainsharing payment in the first full month following the completion of their probationary period.

Payments to Employees

At the end of each month the Employer will post the production and turnaround results relative to target. Concurrently, the gross amount of any Gainsharing payment will be calculated. This calculation will be for a "full share" Gainsharing payment. Full-time employees must work 90% of scheduled shifts to receive a full share. If actual time worked is less than 90% then a prorated amount based on actual hours worked divided by 90% of scheduled work hours will be paid.

For part-time employees hired after January 1, 2013, the maximum benefit payable will be prorated by their hours as compared to full-time hours. If their actual hours worked are less than 90% of their scheduled hours, a further proration of the benefit will occur.

Timing of Payments

At the end of each month, Management will calculate the maximum payment payable and any proration as described above. This amount will be included in earnings paid on the fifteenth of the following month less lawful deductions.

Gainsharing Working Committee

A working committee representing management and employees will be formed. This committee will meet not less than four times per year. The committee's role is to seek ways to optimize the operation of the Gainsharing plan. This may include encouraging ideas for improvement, vetting such ideas, trying to resolve issues that may arise during the operation of the plan.

Other Issues

During the life of this agreement, there may be other issues that arise not contemplated by either party to this agreement. In such case, the Working Committee will be expected to define the problem, identify possible solutions and choose a solution that is consistent with the principles of a Gainsharing plan.

Term

The Gainsharing Memorandum of Understanding will expire at the same time as the collective agreement.