

**COLLECTIVE AGREEMENT**

**between the**

**CANADIAN DIABETES ASSOCIATION  
(THE NATIONAL DIABETES TRUST)**

**and the**

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

**Effective from February 18, 2018 to February 17, 2021**

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**DEFINITIONS**

For the purpose of this agreement:

"*Child*" is deemed to include an unmarried natural, adopted, or stepchild who is entirely dependent on an employee or their partner/spouse for maintenance and support and who is:

1. Under 21 years of age,
2. Under 25 years of age and attending a college or university full-time or,
3. Physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on the employee or their partner/spouse for maintenance and support and while eligible under 1) or 2) above.

"*Continuous employment*" and "*continuous service*" mean uninterrupted employment with the Employer subject to the provisions of Article 12.1.

"*Days*" unless otherwise specified in the collective agreement will mean "*calendar days*".

"*Day of rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on leave of absence.

"*Demotion*" means a change from an employee's position to one with a lower maximum salary.

"*Employer*" means the Canadian Diabetes Association, and the National Diabetes Trust.

"*Employment Agency*" means a person or business organization who is in the business of recruiting and providing the services of individuals to other persons or organizations, including the Employer.

"*Headquarters area or geographic location*" is where an employee ordinarily performs or commences his/her duties.

"*Holiday*" means the 24 hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.

"*Hourly rate*" of pay for all employees in a classification is the annual rate for full-time employees divided by the annual hours worked by full-time employees. Rate for part-time is the same per hour as full-time.

"*Leave of absence with pay*" means to be absent from duty with permission and with pay.

"*Leave of absence without pay*" means to be absent from duty with permission but without pay.

"*Office and Technical*" means all bargaining unit employees working in Office and Technical classifications.

"*Partner/Spouse*" means a person legally married to the employee, or a person of the same or opposite sex 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 at 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.

"*Part-time employees*" work 20 hours or more per week, but less than 35 hours per week.

"*Pay*" means rate of compensation for the job.

"*Promotion*" means a change from an employee's position to one with a higher maximum salary.

"*Service unit*" means the specific classification grouping in which an employee performs his/her duties.



"*Service Seniority*" means an employee's length of service with the Employer.

"*Union*" means the B.C. Government and Service Employees' Union.

"*Working hours weekly*"

- Working hours for full-time employees in the office and technical unit is 35 hours per week.
- Working hours for full-time employees in the National Diabetes Trust (truck crews and required staff) is 40 hours per week.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

(a) The purpose of this agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this agreement.

(b) The parties to this agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law and this agreement, an effective working relationship at all levels 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. If agreement is not reached, the matter will be sent to arbitration as provided in Article 10.

### 1.3 Conflict With Regulations

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

### 1.4 Singular or Plural

Wherever the singular is used, the same will be construed as meaning the plural if the facts or context so require.

### 1.5 No Discrimination

The Employer agrees that under this collective agreement there will be no discrimination, exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, colour, place of origin, religion, political belief, sex, sexual orientation, marital status, or physical or mental disability or criminal or summary conviction that is unrelated to the employment or intended employment of the person.

**ARTICLE 2 - DEFINITION OF EMPLOYEES****2.1 Full and Part-Time Employee**

- (a) A full-time employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this collective agreement;
- (b) A part-time employee is one who works on an established part-time schedule of weekly hours which is less than the number of hours constituting full-time employment as outlined in the Definitions Section - Part-Time. These employees accumulate seniority. Part-time employees are entitled to 100% payment of their MSP (Medical Services Plan) premium. Eligible permanent part-time employees working 30 hours/week or more are entitled to all benefits outlined in Article 28, unless otherwise stated in this collective agreement.

**2.2 Casual Employees**

- (a) Casual employees are employed on an "on call" basis to cover absences due to sick leave, short-term disability, long-term disability, vacation or any other approved leave, or to fill temporary vacancies or augment staff during peak periods. Each "on call" assignment will not exceed 12 consecutive months without the agreement of the Union.
- (b) The Employer will maintain a seniority list of casual employees which will be supplied to the Union upon request. There will be two service units for casual employees at the following locations: Office and Technical and National Diabetes Trust.
- (c) Casual employees will accumulate seniority within their service unit after having worked 30 days on the basis of:
  - (1) all hours worked at the straight-time rate;
  - (2) designated paid holidays or days off in lieu; and
  - (3) casual employees with seniority equal to 100 full-time working days will be considered in-service applicants when applying for vacancies but will be required to serve a probationary period if successful.
- (d) Casual employees will be called for work, provided they are qualified, in order of seniority within their service unit. To be qualified casual employees must:
  - (1) have indicated the positions and shifts in which they are prepared to work; and
  - (2) have the credentials, as stated in the job description, to work in the positions indicated in (1).

Where the Employer has tried to notify such employees, either in writing or by telephone, and has been unable to do so, then no violation of this article will have taken place.

Casual employees will not be considered to have refused work pursuant to Article 2.2(e) if they are unavailable when called after the regular starting times for a shift the same day, or when called for shifts they have not indicated they are prepared to work.

- (e) Casual employees will lose their seniority and be considered terminated for cause if they refuse work on three consecutive occasions or are not called for work for a period of 12 months.
  - (1) Casual Employees will provide a minimum availability of two shifts per week. Availability will be provided by Monday prior to the scheduled week.

(2) Should a casual wish to change his/her availability, they must do so in writing by the 15<sup>th</sup> of the month prior to the scheduled month;

(3) On two occasions per year, a casual may make themselves unavailable for a period not exceeding a one week period during non-peak times.

(f) Casual employees are covered by the provisions of the agreement except the following Articles: 13, 17, 18, 19, 20, 21, 24, 26, 28.

Casual employees will be covered by all applicable provisions of Statutes of British Columbia.

(g) At the end of their assignment, casual employees may elect to take a permanent layoff instead of returning to "on call" status. Casual employees who opt for permanent layoff will lose all seniority and recall rights, and will not be entitled to severance pay.

(h) A casual employee will receive a letter of appointment clearly stating their employment status and a copy of the letter will be forwarded to the President of the Union or the designated staff representative within five working days.

### **2.3 Special Project Employees**

(a) Special project employees are employees hired for a specified period of time in order to perform a specific task, project or campaign. The funds to pay for the position are received under a time defined contract. Special project employees will not replace any bargaining unit work. Special project employees may, with advance notice, be dismissed prior to completion of the specified term. Union dues will be remitted by Employer to the Union.

(b) Special project employees will be considered laid off upon completion of their specified term, unless that term is extended by mutual agreement of the parties. Special project employees laid off in this manner will not retain seniority nor be subject to Article 13 - Layoff and Recall.

(c) The specified period and the extension for special project employees, if needed, will not exceed 12 months duration, unless mutually agreed upon by both parties. Special project employees are not entitled to benefits.

### **2.4 Employment Agencies**

No assignment of work to any one vacancy from an employment agency will exceed 30 days without the mutual agreement of the Union.

### **2.5 Vacation Pay**

Casual and Special Project employees will receive the appropriate vacation pay as per the *Employment Standards Act* of British Columbia on each paycheque.

## **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

### **3.1 Bargaining Unit Defined**

The bargaining unit will comprise all employees employed by the Canadian Diabetes Association, and National Diabetes Trust, except those excluded by mutual agreement of the parties or by the Labour Relations Board.

### **3.2 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 bargaining unit.

### **3.3 Correspondence**

The Employer and the Union agree that all correspondence between the Employer and the Union related to matters covered in this agreement, will be sent to the President of the Union or designate for the Union and the Regional Director for CDA employees; Operations Manager for NDT employees and Human Resources for the Employer. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, will be forwarded to the President of the Union or designate.

### **3.4 No Other Agreement**

No employees covered by this agreement will 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.

### **3.5 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 employees for reason of membership or activity in the Union.

### **3.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account operational considerations. The number of steward positions will be no less than one per business. The Union agrees to provide the Employer with a list of the employees designated as stewards.

A steward, or his/her alternate, will obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Such permission will not be unreasonably withheld. On resuming his/her normal duties, the steward will notify his/her supervisor.

A steward will normally perform his/her duties as a steward at the beginning or end of the workday.

The duties of stewards will 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) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (d) attending meetings called by the Employer.

### **3.7 Bulletin Boards**

The Employer will 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 will be restricted to the business affairs of the Union.

### 3.8 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 union shop cards, for the Employer's places of operation, to be displayed on the premises. Such cards will remain the property of the Union and will be surrendered upon demand.

### 3.9 Time Off for Union Business

#### (a) *Without Pay*

Provided the Employer receives appropriate written notice; 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 representative of the Union to attend to union business which requires them to leave their premises of employment;
- (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;
- (5) to employees who are designated by the Union to sit as observers on interview panels;
- (6) to employees who are representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer;
- (7) supervision of ballot boxes and other related functions during ratification votes.
- (8) The Employer will grant, upon one month written notice, leave of absence without pay:
  - (i) for employees selected for a full-time position with the Union for a period of one year;
  - (ii) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for a period of three years;
  - (iii) for an employee elected to either the BC Federation of Labour or the Canadian Labour Congress for a period of one year and the leave will be renewed upon request.
- (9) The parties agree that the Employer can fill the vacancy or any subsequent vacancies left by this mandatory leave, with a temporary employee for the period of the leave regardless of any restrictions outlined in this collective agreement. The returning employee will provide a minimum of one month's written notice of return.

#### (b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted:

- (1) to stewards, or their alternates, to perform their duties pursuant to Article 3.6;
- (2) to designated committee members attending Joint Labour/Management Committee meetings covered under this collective agreement during their working hours. If necessary work schedules will be adjusted for employees to attend these meetings and employees will not be required to work a longer day to make up the time at the meetings.

(c) It is understood that employees granted leave of absence pursuant to this article will receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this article will include sufficient travel time. The Employer agrees that any of the above leaves of absence will not be unreasonably withheld. To facilitate the administration of (a) above, when leave without pay is granted, the leave will be given with pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. It is the responsibility of the employee to ensure that all relevant documentation is submitted to the Union in a timely fashion.

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

(a) All employees covered by this agreement will have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Code* of British Columbia Act. Any employees failing to report for duty will be considered to be absent without pay and benefits.

(b) 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.

### **3.11 Labour Code**

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

## **ARTICLE 4 - UNION SECURITY**

All employees in the bargaining unit will, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

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

(b) The Employer will deduct from the gross biweekly wages or gross 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 will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so 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 and social insurance numbers, as well as classifications 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 the article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. 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 the agreement and for its duration, no union other than the BCGEU 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 employee prior to March 1<sup>st</sup> of the succeeding year.
- (h) An employee will, as a condition of continued employment, complete an authorization form supplied by the Union providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly dues payable to the Union by a member of the Union.
- (i) A report of employees who cease employment will be provided to the Union on a quarterly basis.
- (j) The Employer will provide the Union on a quarterly basis a list of employees, including those terminated in the quarter.

#### **ARTICLE 6 - EMPLOYER AND UNION WILL 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. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward. The Employer agrees that a union steward will be given an opportunity and the steward will meet 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 7 - EMPLOYER'S RIGHTS**

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

The management of the Employer's business, and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this agreement.

The Union agrees that all employees will be governed by all rules as adopted by the Employer and published to employees on bulletin or notice board, or by general distribution, provided such rules are not in conflict with this agreement.

Failure by the Employer to exercise its rights will not be considered to be an abandonment of such rights.

#### **ARTICLE 8 - EMPLOYER/UNION RELATIONS**

##### **8.1 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.

## 8.2 Union Bargaining Committee

A union bargaining committee will be appointed by the Union and will consist of up to two members of the Union together with the President of the Union or his/her designate. 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.

## 8.3 Union Representatives

(a) The Employer agrees that upon request of the Union, 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 the settlement of a grievance. Members of union staff will notify the designated supervisory official in advance of their intention and their purpose for entering and will not interfere with the operation of the department or section concerned. Permission for these visits will not be unreasonably withheld. In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer, when possible, will make available to union representatives or stewards, temporary use of an office or similar facility.

(b) Upon receipt of written request, the Employer may allow time on the agenda of staff meeting held by the Employer for a staff representative from the Union to speak.

## 8.4 Labour Management Committee

(a) There will be established a labour/management committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee will be two union representatives and two employer representatives, and the maximum size will be four union representatives and four 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.

(b) The Committee will meet at least once every 60 days or 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.

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

(d) 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 members or the Employer to any decisions or conclusions reached in their discussions.

(e) 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;

(f) The Committee may recommend policy relating to educational leave and allowances, including the establishment of training programs, eligibility requirements and selection procedures and will make recommendations concerning the same to the bargaining principals.



### **8.5 Job Classification**

The development of job descriptions, classification of new positions and reclassification of existing positions is the responsibility of the Employer.

- (a) Where an employee believes that the duties of their classification have been significantly revised or their job has been improperly classified, they will advise their immediate supervisor. On request, the Employer will provide the employee with a written job description.
- (b) If there is no resolution of the matter as a result of a) above, the employee may initiate a grievance directly at Step 3 of the grievance procedure as contained in Article 9. The written grievance must indicate the specific reason(s) for the request for review and the resolution desired.
- (c) If, following the response at Step 3, the issue is not resolved and the Union advances the matter to arbitration under Article 10, the parties may agree to select an arbitrator other than those set out on the agreed list for the purpose of obtaining classification expertise.

### **8.6 Technical Information**

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

## **ARTICLE 9 - GRIEVANCES**

### **9.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit, will be resolved in accordance with the following procedures.

### **9.2 Step 1**

In the first step of the grievance procedure, every effort will be made to settle the dispute with the designated local supervisor. The aggrieved employee will have the right to have his/her 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.

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

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 9.4, must do so not later than 30 days after the date:

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

**9.4 Step 2**

- (a) Subject to the time limits in Section 9.3, the employee may present a grievance at this level by:
- (1) recording this 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 clearly stating the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor will:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievance at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

**9.5 Time Limit to Reply to Step 2**

The Employer's designate at Step 2 will reply in writing to the Union within 14 days of receiving the grievance at Step 2.

**9.6 Step 3**

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

- (a) within 14 days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2;
- (b) within 14 days after the Employer's reply was due.

**9.7 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 grievance within 14 days of receipt of the grievance at Step 3.

**9.8 Failure to Act**

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

**9.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President, or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received;
- (b) 30 days after the Employer's decision is due.

**9.10 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing via mail, courier or email. Where a grievance or a reply is presented by mail it will

be deemed to be presented on the day on which it is postmarked and it will be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

#### **9.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may commence at Step 3 of the grievance procedure, within 30 days of the date on which the dismissal occurred, or within 30 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 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

#### **9.12 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative 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. 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.

#### **9.13 Policy Grievance**

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute will 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 arbitration, as set out in Article 10.

#### **9.14 Technical Objections to Grievances**

It is the intent of both parties of 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.

#### **9.15 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, other than Section 9.13, 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 the Board of Arbitration. Employees will comply with the directions of the Employer until the matter has been resolved.

#### **9.16 Investigator**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, an investigator, selected by mutual agreement from the agreed upon list as per Article 10.2:

or others as mutually agreed upon by the parties, will at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five days of the date of receipt of the request and for those five days from that date, time does not run in respect of the grievance procedure.

## **ARTICLE 10 - ARBITRATION**

### **10.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any questions 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 9, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

### **10.2 Appointment of the Arbitrator**

When a party has requested that a grievance be submitted to arbitration, within seven days thereafter, both parties will meet to select a single arbitrator from the agreed upon list supplied by the Minister of Labour.

### **10.3 Board Procedure**

The Arbitrator may determine his/her own procedure in accordance with the *Labour Code* and will give full opportunity to all parties to present evidence and make representations. He/she will hear and determine the difference or allegation and will make every effort to render a decision within 30 days of his/her first meeting.

### **10.4 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 dismissal, discharge or discipline grievance by any arrangement which he/she deems 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.

### **10.5 Expenses of Arbitrator**

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

### **10.6 Amending Time Limits**

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

### **10.7 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE****11.1 Procedure**

In the event that the Employer initiates disciplinary action against an employee which may result in suspension or discharge, the procedure outlined herein will be followed.

**11.2 Dismissal and Suspension**

(a) The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend any employee for just cause. Notice of dismissal will be in writing and will set forth the reasons for dismissal; when an employee is dismissed, suspended or disciplined, he/she will be given the reason in writing, in the presence of his/her steward providing that this does not result in an undue delay of the appropriate action being taken. The President of the Union will be advised, within five working days, in writing, by the Employer of the reasons for such dismissal or suspension.

(b) *Suspension* - The Employer may suspend an employee for just cause. Notice of suspension will be in writing and will set forth the reasons for the suspension, and notify the President of the Union within five working days.

A suspension of indefinite duration will be considered a dismissal under 11.2 above as soon as it exceeds 20 days and any grievance already filed will be considered henceforth as dismissal grievance.

**11.3 Right to Grieve**

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or dismissed will be entitled to recourse under the grievance procedure, in accordance with Article 9 of this agreement.

**11.4 Burden of Proof**

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

**11.5 Right to Grieve Other Disciplinary Action**

(a) Disciplinary action grievable by the employee, will include written censures, letters of reprimand and adverse reports.

(b) An employee will be given a copy of any document, report, incident or notation placed on the employee's file which might be the basis of disciplinary action.

(c) Should an employee dispute any such entry in his/her file, he/she will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of his/her personnel record.

(d) Upon the employee's request any such document, other than official evaluation reports, 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.

(e) 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.

(f) The Employer has the right to request and keep driving record information for all drivers, for 5 years. These driving records will be kept separately from disciplinary files.

### **11.6 Evaluation Reports**

Evaluation reports will be used to manage and enhance an employee's performance. Evaluation reports will not be used for the purpose of discipline or dismissal.

### **11.7 Personnel File**

(a) An employee or the President of the Union or his/her designate, with the written authority of the employee, will have a right of access to his/her personnel record upon giving two days' notice to the Employer. Copies of all entries in an employee's personnel file will be submitted to the employee concerned at the time of recording. Should an employee dispute any entry in his/her file, he/she will be entitled recourse through the grievance procedure and the eventual resolution thereof will become part of his/her personnel record.

(b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

### **11.8 Right to Have Union Representative Present**

(a) Where a supervisor intends to meet an employee for disciplinary purposes, the supervisor will make every effort to notify the employee in advance of the purpose of the meeting in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.

(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 a undue delay of the appropriate action being taken.

### **11.9 Abandonment of Position**

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

### **11.10 Probation for Newly Hired Employees**

(a) The Employer may reject a probationary employee for just cause. A rejection during probation will not be considered a dismissal for the purpose of Article 11.2 of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in a position to which he/she has been appointed. The probationary period will be three months, or in the case of part-time or casual employees, the equivalent of 60 working days. The parties may mutually agree to extend the probationary period.

(b) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this agreement commencing at Step 3.

### **11.11 Employee Investigations**

The parties agree that in certain situations it may be in the best interest of both the Employer and the employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee will be considered to be on leave of absence with pay until the Employer makes a decision relative to imposing discipline.

**ARTICLE 12 - SENIORITY****12.1 Seniority Defined**

- (a) "*Service seniority*" means an employee's length of service with the Employer. Employees will be credited with service seniority equivalent to their length of continuous service with the Employer prior to signing of this agreement. Service seniority for a part-time employee will be prorated on the basis of one years' service seniority for every 1827 hours completed for office and technical workers and 2088 hours completed for National Diabetes Trust workers.
- (b) When two or more employees have the same service seniority date and when mutual agreement cannot be reached, then seniority will be determined by chance.
- (c) Employees paid on an hourly basis will have seniority calculated on the combined total hours worked in all classifications.
- (d) When an employee paid on an hourly basis transfers to a full-time position, the total accumulated hours are converted to seven hour days for office and technical workers and eight hour days for required National Diabetes Trust workers and office staff and credited as seniority.
- (e) Casual and special project employees who obtain regular employment will have their hours worked converted to days/months/years, for the purpose of determining service seniority.

**12.2 Seniority List**

- (a) The Employer will prepare once every six months an up-to-date seniority list containing the following information pertaining to its regular employees:
  - (1) employee's name;
  - (2) date from which the employee's service seniority is calculated;
  - (3) employee's current classification.
- (b) The regular seniority list will be posted by the Employer for 20 workdays. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.
- (c) The Employer will provide the Union with a copy of same.
- (d) For casual employees the seniority mentioned in (a) of this article will be printed and posted every six months no later than January 15<sup>th</sup> and July 15<sup>th</sup>.

**12.3 Loss of Seniority**

An employee will not accrue seniority when on leave of absence without pay for leave periods over 30 days duration. An employee will lose his/her seniority only in the event that:

- (a) he/she is discharged for just cause;
- (b) subject to 12.5, he/she voluntarily terminates his/her employment or abandons his/her position;
- (c) he/she is on layoff more than one year;
- (d) upon being notified by the Employer by registered mail at his/her last known address that he/she is recalled from layoff, he/she fails to contact the Employer within seven days and fails to return to work within 14 days.

(e) he/she accepts a position outside of the bargaining unit and does not return to the bargaining unit within 12 months. Employees returning to the bargaining unit within the 12 month period must either:

- (1) be awarded an existing vacancy in accordance with Article 25; or
- (2) displace the most junior employee whose position they are qualified to fill.

#### **12.4 Re-Employment**

An employee who resigns his/her position and within 60 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority and other benefits to the extent allowable by the carrier(s).

#### **12.5 Bridging of Service**

If a regular employee resigns after the signing of this agreement as a result of a decision, to care for a dependent parent, spouse or child, and is re-employed, upon application he/she will be credited with length of service accumulated at time of termination for the purpose 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;
- (d) the previous length of service will not be reinstated until successful completion of the probationary period on re-employment;
- (e) upon reinstatement, eligibility for Group Benefits and company pension will be subject to the terms of the insurance contracts between the Employer and their Insurance Carrier.

### **ARTICLE 13 - LAYOFF AND RECALL**

#### **13.1 Definition of Layoff**

"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 this article.

#### **13.2 Layoff**

- (a) 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 the reverse order of their service seniority within the classification groupings listed below. An employee affected by a layoff may bump an employee who has less service seniority, provided he/she has the necessary qualifications and ability to fill the position and that the change would not constitute a promotion.
- (b)
  - (1) It is understood that the employee who is laid off, and who bumps, will receive the rate of pay for the new position.
  - (2) Any employee laid off as a result of contracting out or work normally performed by the bargaining unit, and who bumps, will receive their current rate of pay for the new position.



- (c) Classification groupings and the seniority listings within those groupings are as indicated in Appendix A.
- (d) Separate seniority lists within a classification grouping will be maintained for the purpose of limiting disruptions and to clarify the bumping procedure. An employee may only bump downward on the seniority list in his/her classification grouping.
- (e) Bumping across classification groupings will not be permitted.
- (f) A part-time employee may only bump another part-time employee or casual employee in accordance with the procedures as outlined in this article.
- (g) An employee on staff on the date of signing of this agreement, who has completed probation, will be deemed to meet the entrance qualifications and ability requirements of his/her present position for the purposes of Articles 13.2 and 13.3.

### **13.3 Recall**

- (a) Employees will be recalled in order of their seniority as per the seniority list within a classification grouping listed in 13.2(c).
- (b) The recall period will be 12 months.

### **13.4 Advance Notice**

- (a) The Employer will notify regular full-time employees, who are to be laid off, 10 working days prior to the effective date of the layoff. If the employee has not had the opportunity to work 10 full days after notice of layoff, he/she will be paid in lieu of work for that part of the 10 days during which work was not made available.
- (b) Where the Employer cannot provide 10 days' notice of layoff to regular part-time employees, the Employer will endeavour to provide as much layoff notice as is possible. In any event, a regular part-time employee will be given an opportunity to make up any lost shifts to which 10 days' notice was not given, within the next pay period.

### **13.5 Severance Pay**

- (a) Upon receipt of severance pay the Employee will be removed from the recall list and be deemed to have resigned from his/her position.
- (b) An employee who has completed one year of continuous service will receive one additional weeks' pay for each subsequent completed year of service to a maximum of 15 weeks' pay.
- (c) Severance pay will be prorated for permanent part-time service.
- (d) Severance pay will not be paid where an employee is terminated for just cause.

### **13.6 Grievances on Layoff and Recall**

Grievances concerning layoff and recall will be initiated at Step 2 of the grievance procedure.

### **13.7 Pre-Layoff Canvass**

- (a) The Employer may, after advising the Union and prior to the layoff of employees pursuant to Article 13, canvass any employee or group of employees who will be subject to the layoffs in order to invite:

- (1) placement into a vacant position for which the employee is qualified and which does not constitute a promotion;
  - (2) resignation with severance as provided for in Article 13; or
  - (3) where eligible, early retirement.
- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the Employer's approval.
- (c) Responses from employees to the pre-layoff canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees within the area identified for reduction and to the Union of the pre-layoff canvass.

### **13.8 Worksite Closure**

Where the Employer closes a worksite and the Employer offers positions to all or part of the staff affected, the following will apply:

- (a) those employees who are offered positions will not have access to Article 13 of this collective agreement;
- (b) employees who accept a position and are placed in a lower classification will have their salary protected by Article 27.7;
- (c) an employee who is classified downward as per (b) above will be placed in the first vacancy available in his/her former classification.

### **13.9 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 reorganization on the employees.
- (b) In the event of any reorganization which results in redundancy, relocation or downward reclassification, there will be established a 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.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Definition**

For the purpose of this article, "*day*" means a 24 hour period commencing at 00:01 hours; "*week*" means a period of seven consecutive days beginning at 00:01 hours Saturday and ending at 24:00 hours the following Friday. Core business hours for Office and Technical are Monday through Friday, 8:00 a.m. to 5:00 p.m. with exceptions by function or location based on business needs. Core business hours for National Diabetes Trust are Monday through Sunday, 7:30 a.m. to 5:00 p.m. with exceptions by function or location based on business needs.

### **14.2 Hours of Work**

- (a) The hours of work exclusive of meal periods taken away from the workstation will be 35 hours per week or equivalent average except for National Diabetes Trust staff who will be required to work 40 hours per week or equivalent average as per Article 14.6.

(b) Where an employee is called to work but is informed on arrival at the worksite he/she will not be required to work that shift, the employee is entitled to a minimum of two hours pay. If he/she starts work he/she is entitled to a minimum of four hours pay.

#### **14.3 Work Schedules**

(a) Shifts will not exceed seven hours in duration for office and technical staff or eight hours in duration for certain Collection Program staff, unless mutually agreed between the Employer and the Union that the position is on flextime. These hours are exclusive of a meal period.

(b) Permanent employees will receive a minimum of two consecutive days off within a seven day period. Casual employees will receive a minimum of two consecutive days off after having worked five consecutive days or four days off within a 14 day period, two of which must be consecutive.

#### **14.4 Standby Provisions**

(a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they will be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated for standby will be immediately available for duty during the period of standby at a known telephone number. No standby payment will be made if an employee is unable to be contacted or fails to report for duty when required.

(b) Employees required to stand by under paragraph (a) will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. The provisions of this paragraph will not apply in emergency situations.

#### **14.5 Meal Periods**

(a) Meal periods will be scheduled as closely as possible to the middle of the workday. The length of the meal period will be not less than 30 minutes and not more than 60 minutes.

(b) An employee will be entitled to take his/her meal period away from the workstation. Where the Employer determines that this cannot be done, the meal period will be considered as time worked, and included in the work schedule or compensated for at applicable overtime rates.

#### **14.6 Flextime**

(a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:

- (1) choose their starting and finishing times; and
- (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period.

(b) The full-time employee from Office & Technical on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven hours, providing at least seven hours are required to complete the averaging period. If less than seven hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

(c) The full-time employee from National Diabetes Trust on flextime who has a day of absence, whether with or without pay, will be deemed to be absent eight hours, providing at least eight hours are required to complete the averaging period. If less than eight hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

- (d) The averaging period for those employees from Office & Technical on flextime will be 70 hours per two week period.
- (e) The averaging period for those employees from National Diabetes Trust on flextime will not exceed 80 hours per two week period.
- (f) The workday for those employees on flextime will not exceed 10 hours for Office & Technical and 11 hours for National Diabetes Trust employees.
- (g) Employees from Office & Technical may not accumulate more than 21 hours of flextime and employees from National Diabetes Trust may not accumulate more than 24 hours of flextime, without the written permission of an excluded Manager.
- (h) Flextime scheduling will be used by authorized employees to meet the evening and weekend work requirements of their position. If employees are unable to reschedule flex hours due to operational needs and/or requirements, flextime not taken within one month of accumulation will be banked for the Christmas shutdown or some other mutually agreed time. All unused banked flextime will be taken by December 31<sup>st</sup> each year.
- (i) Flextime schedules for a two week period will be approved by the Employer two weeks in advance. The Employer recognizes that employees may, from time to time, request changes to approved schedules. Approval of such requests will not be unduly withheld.
- (j) Truck drivers are excluded from this article.
- (k) The Employer and the union steward will meet at the Local level regarding disagreements over flex scheduling. Work schedule changes within existing hours of operation must not result in increased cost to the Employer and will result in no loss of efficiency and/or improved service to the public. If the flex schedules cannot be resolved at the Local level, the matter may proceed to Step 3 of the grievance procedure.

#### **14.7 Work Location**

- (a) Where an employee is required to work off site, travel time to that location, in excess of time normally spent in travel from the employee's residence to the worksite, will be considered as time worked. Such travel will be accrued and/or paid at straight-time.
- (b) When employees are required to report to a central location in order to be assigned their work location, their workday will commence from the time they are required to report for assignment.

#### **14.8 Rest Periods**

All employees will receive a 15 minute rest period within each four hours, or a major portion thereof, on any shift.

### **ARTICLE 15 - SHIFTS**

#### **15.1 Short Changeover**

If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next shift, overtime rates will apply to the hours worked on the succeeding shift which fall within the eight hour period.

## 15.2 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer. In addition, the exchanging employees have the appropriate skills and knowledge to do the full job duties.

## 15.3 Split Shifts

It is understood that there will be no regularly scheduled "*split shifts*".

A split shift schedule will have a specific task focus and be of short duration. It is understood that an employee working a split shift does so on a voluntary basis.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess or outside of his/her regularly scheduled hours of work.
- (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 two times the straight-time rate.

### 16.2 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) the scheduled daily hours; or
  - (2) the maximum daily hours for those employees on flextime; or
  - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, the annual salary for the position worked will be divided by the annual hours.
- (c) Overtime entitlement will be calculated in 15 minute increments, however, employees will not be entitled to any compensation for periods of overtime of less than 15 minutes per day.
- (d) *Truck Fleet* - When a truck is due to be unloaded within one-half hour of the end of the shift and overtime will be necessary to complete unloading, the Employer agrees to pre-authorize the overtime.

### 16.3 Recording of Overtime

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

### 16.4 Sharing of Overtime

Overtime work will be offered equitably considering availability and location of employees and the provisions of Article 16.8.

### 16.5 Overtime Compensation

- (a) Overtime worked will be compensated at the following rates:
  - (1) time and one-half, excluding any overtime hours to be paid at double-time;

- (2) hours worked in excess of eight hours in one day or 10 hours for employees on flextime;
  - (3) hours worked in excess of 40 in one week or 80 hours for two weeks for employees on flextime;
  - (4) double-time, excluding any overtime hours to be paid at time and one-half, for:
    - (i) hours worked in excess of 11 hours in one day;
    - (ii) hours worked in excess of 48 in one week or 96 in two weeks for employees on flextime;
    - (iii) hours worked in excess of eight on the first day of rest;
    - (iv) hours worked on the second day of rest.
- (b) Where the Employer requires an employee to work on a designated holiday the employee will be paid time and one-half their regular pay for the first 11 hours worked in that day and double the regular wage for all hours worked in excess of 11 hours worked in that day and give the employee a regular working day off, with pay, on a mutually agreeable date.
- (c) An employee on travel status who is required to travel on the Employer's business outside his/her regular working hours will be compensated at straight-time rates for all hours travelled. The Employer may determine the means of such travel.
- (d) The employee will have the option of receiving cash for overtime or equivalent compensating time off in lieu of being paid. Time off will be scheduled at a mutually agreeable time the Employer agrees not to unreasonably withhold approval for an employee to take time off pursuant to this article.
- (e) If the employee elects to take compensating time off for overtime compensation, he/she will do so prior to year-end for that fiscal year.
- (f) Any overtime due at year-end for that fiscal year or prior to terminating employment, will be paid via direct deposit.
- (g) Overtime will be compensated in 15 minute increments.

#### **16.6 Overtime Meal Allowance**

- (a) Any employee who is required to work overtime which is anticipated to be of two and one-half hours or more in duration, before or after their regular scheduled hours of work will be provided with a meal or will be reimbursed for the meal not exceeding the schedule at Article 27.9 upon presentation of a receipt. To be eligible for provision of a meal or reimbursement the employee must take an unpaid meal break of not less than 30 minutes prior to the conclusion of their overtime period.
- (b) An employee will be entitled to take his/her overtime meal period away from the workstation. Where the Employer determines that this cannot be done, the meal period will be considered time worked and compensated for at applicable overtime rates.
- (c) This section does not apply to an employee who is on travel status which entitles him/her to claim for lodging and/or meals.

#### **16.7 No Layoff to Compensate for Overtime**

Employees will not be required to layoff during regular hours to equalize any overtime worked. This clause will not restrict the Employer's right to reduce hours or shut down the operation during the period between December 15<sup>th</sup> and January 15<sup>th</sup>. Not to exceed five working days exclusive of statutory holidays.

### 16.8 Right to Refuse Overtime

Overtime will be offered to the most senior qualified employee in the classification where overtime is required subject to Article 16.4.

If the Employer has offered overtime to all qualified employees in the classification and no one has agreed to work; and no alternate scheduling arrangements can be reasonably accommodated, the most junior qualified employee will be required to work the overtime.

### 16.9 Callout Provisions

An employee who is called back to work outside of regular working hours will be compensated for a minimum of two hours if they do not start work and four hours if they do start work. Pay will be at the applicable overtime rates.

### 16.10 Rest Interval

An employee required to work overtime beyond his regularly scheduled shift will be entitled to eight clear hours between the end of the overtime worked and the start of his/her next regular shift. If eight clear hours are not provided, overtime rates will apply to all hours worked on the regular shift which fall within the eight hour period.

### 16.11 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 his/her regular working day, will be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day 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 his/her regularly scheduled workdays, will be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the week of a full-time employee.

## ARTICLE 17 - HOLIDAYS

### 17.1 Paid Holidays

The Employer recognizes the following as paid holiday:

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

Drivers required to work on Easter Monday will receive one day in lieu for use at a mutually agreeable time.

### 17.2 Holiday 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 preceding Friday or the following Monday will 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), will be deemed to be the holiday for the purpose of this agreement.

### **17.3 Holiday Falling on a Day of Rest**

When a paid holiday falls on an employee's day of rest, the Employer will make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day will be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

### **17.4 Holiday Falling on a Workday**

An employee who works on a designated holiday which is a scheduled workday will be compensated at the rate one and one-half times 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 day of paid holiday falls within that period, the paid holiday will not count as a day of vacation.

### **17.6 Paid Holiday Pay**

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the 60 working days preceding his/her holiday, in which case he/she will receive the higher pay.

### **17.7 Other Religious Observances**

- (a) Employees who observe different spiritual or holy days may be permitted up to two days leave without pay per calendar year to observe such days. Such leave will not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision.
- (c) Employees granted leave under this provision may utilize vacation days, banked flextime, banked overtime or leave without pay.

## **ARTICLE 18 - ANNUAL VACATIONS**

### **18.1 Annual Vacation Entitlement**

- (a) (1) For the purposes of this article, a "*vacation year*" will be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.
- (2) An employee earns but is not entitled to receive vacation leave during their first three months of continuous service. Thereafter, vacation entitlement may be taken at any time in the calendar year in which it becomes due.
- (3) Where the accrual rate produces a partial vacation day, vacation days will be rounded to the nearest half day;
- (4) Where an employee has taken more vacation pay than earned on the foregoing basis, the Employer may recover the unearned portion upon termination of employment.



(b) Annual vacations for all persons covered by this agreement will be as follows:

(1) Permanent full-time employees will earn annual vacation entitlement and receive vacation pay as follows:

<b>Service Requirement</b>	<b>Vacation Entitlement/Pay</b>
Hired between January 1 <sup>st</sup> and December 31 <sup>st</sup> .....	*10 working days
Over 1 year but less than 5 years .....	15 working days
After 5 years but less than 10 years .....	20 working days
After 10 years .....	25 working days
After 15 years .....	26 working days
After twenty 20 years .....	27 working days

*\*Vacation Earnings For Partial Years* - An employee will earn  $\frac{1}{12}$  of their annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates during the calendar year in which they were hired.

(2) Permanent part-time employees will earn annual vacation entitlement and receive vacation pay as follows:

<b>Service Requirement</b>	<b>Vacation Pay</b>
Up to 1 year .....	4%
After 1 year .....	6%
After 5 years.....	8%
After ten 10 years .....	10%

Permanent part-time employees will earn the same annual vacation entitlement as permanent full-time employees on a prorated basis.

(c) *Vacation Pay on Termination*

Employees who have not taken their annual vacations and terminate from the Employer, will receive the appropriate vacation pay prorated to their date of termination.

**18.2 Vacation Credits Upon Death**

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

**18.3 Vacation Pay**

Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position for a majority of the 60 working days preceding his/her vacation, in which case he/she will receive the higher rate.

**18.4 Vacation Carryover**

An employee may carry over a maximum of five days' vacation to be used in the following vacation year. An employee will not receive cash in lieu of vacation time, except upon retirement or termination.

**18.5 Vacation Schedules**

(a) For vacations starting between January 1<sup>st</sup> and June 30<sup>th</sup>, employees will submit requests by the preceding October 1<sup>st</sup> and the Employer will post the vacation schedule by the preceding December 1<sup>st</sup>.

For vacations starting between July 1<sup>st</sup> and December 31<sup>st</sup>, employees will submit requests by the preceding April 1<sup>st</sup> and the Employer will post the vacation schedule by June 1<sup>st</sup>.

(b) An employee who does not exercise his/her seniority rights for vacation purposes by the dates in subsection (a), will not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) An employee who relocates to another department where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort will be made to grant vacation at the time of the employee's choice.

#### **18.6 Vacation Preference**

(a) Preference in the selection and allocation of vacation time will be determined on the basis of service seniority and work unit requirements.

(b) An employee will be entitled to receive his/her vacation in an unbroken period. If an employee decides to break his/her entitlement into more than one continuous group of workdays, he/she will be entitled to use his/her seniority rights for only one such group of days in a calendar year.

(c) With the exception of five days which may be used as unscheduled or scheduled vacation, scheduled vacation leave will be taken in blocks of five or more consecutive working days. The five unscheduled vacation days will be taken at a time and on days mutually agreed between the employee and the Employer for purposes to be determined by the employee.

(d) Regular vacations will have priority over vacation time carried over under the provisions of 18.4.

#### **18.7 Prime Time Vacation Period**

Subject to the provisions of this article, it is the intent of the parties that no employee will be restricted in the time of year he/she chooses to take their vacation entitlement. However, all employees will be allowed to take their vacation entitlement during the period of April 15<sup>th</sup> to October 15<sup>th</sup> inclusive, which will be defined as the prime time vacation period.

#### **18.8 Vacation Schedule Changes**

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.

#### **18.9 Approved Leave of Absence With Pay During Vacation**

When an employee is qualified for bereavement leave, sick leave or any other approved leave with pay during his/her vacation period, there will be no deduction from the vacation credits for such leave. In the case of sick leave a note from a physician may be required. 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 at the time of the change to the leave and provide necessary documentation within seven days of returning to work.

#### **18.10 Callback on Vacation**

Employees who have commenced their annual vacation will not be called back to work, unless they agree.

## ARTICLE 19 - SICK LEAVE

### 19.1 Sick Leave Entitlement

Permanent employees who work 30 hours or more per week on a regular basis are eligible to earn one sick day per calendar month for each month in which the employee has received at least 10 days' pay at straight-time rates, to a maximum accumulation of 15 days.

### 19.2 Employee to Inform Employer

The employee will inform the manager, or other designated person, of their intention to take sick leave as soon as possible of his/her inability to report to work because of illness or injury, and prior to their scheduled start time. If neither the manager nor the designate can be reached directly, a message must be left on the manager's voice mail. The employee will make every reasonable effort to inform the Employer of the expected return to work date.

### 19.3 Sick Leave Application Form

(a) An employee absent from work through illness or injury will submit a fully completed sick leave application form upon return to work, or earlier at the request of the Employer if the absence is greater than five days. The Employer may request that a report from a qualified medical practitioner accompany the application for sick leave if the absence is over three days. The employee may be asked to have a medical examination by a qualified practitioner, when it appears that a pattern of consistent absence is developing.

(b) If the employee has already provided all of the required documentation as requested in accordance with Article 19.3(a) including but not limited to the restrictions, limitations and prognosis for recovery, and should the Employer request medical information above and beyond that already provided, the Employer will reimburse the employee 100% of the cost to obtain such documentation.

### 19.4 Deduction of Sick Leave

(a) All absences of more than one hour on account of illness or injury on a normal working day (exclusive of designated paid holidays) will be charged against the employee's sick leave credits.

(b) Medical or dental appointments requiring more than three hours absence will be charged as sick leave.

If possible, medical or dental appointments should be arranged as close to the beginning or the end of the working day.

### 19.5 Ineligible for Sick Leave

An employee is not eligible for sick leave with pay for any period which he/she is on leave of absence without pay, under suspension, on strike, on layoff, locked out, or any non bona fide medical reason.

### 19.6 Sick Leave Records

Upon request, an employee will be advised of the balance of his/her sick leave credits.

## ARTICLE 20 - SHORT-TERM DISABILITY

The Employer provides continuation of salary, in whole or in part, to eligible employees who satisfy the requirements of the plan during absences due to personal illness, accident or other disability. The plan is fully funded by the Employer, who reserves the right to replace or amend the plan at any time.

In cases where the Employer requires additional medical information related to illness or injury, the employee may be asked to have an independent medical examination (IME) by a physician appointed by the Employer. A qualified third party may be engaged by the Employer to review medical information and provide recommendations in the adjudication of the sick/short-term disability claim. The cost of the IME will be borne by the Employer.

### **20.1 Short-Term Disability Entitlement**

Any permanent employee working 30 hours or more per week is entitled to short-term disability. Coverage will be in effect after three months of continuous employment from the employee's date of hire, however, entitlement is calculated from the date of hire.

The maximum number of days of short-term disability is 119 calendar days. Short-term disability will be credited at 100% of regular base earnings for the first five working days and 75% for the remainder.

### **20.2 Short-Term Disability Definition Criteria**

Short-term disability is separate and distinct from sick leave. Short-term disability is granted for illness or disability, which in the opinion of a qualified medical practitioner, will require an extended recovery period of more than five consecutive workdays.

### **20.3 Short-Term Disability Application Form**

Any employee needing to take short-term disability is required to complete the short-term disability form and submit it to the Human Resources Department with a report from a qualified medical practitioner which states the approximate period of short-term disability required and expected date of return.

### **20.4 Notification of Return to Work**

The employee is responsible for notifying the Employer, with a return to work note from their Doctor and sent to the Human Resources Department, as soon as the employee is aware of the expected date of return. The doctor's note should indicate his/her ability to return to full or modified work duties. For absences of over six weeks, two weeks' notice is required.

### **20.5 Recurrence of Illness or Disability**

If an employee stops being disabled following a disability for which short-term disability benefits are payable, and within three months becomes disabled again, the disability is considered to be a continuation of the previous disability in determining the benefit level and duration of benefits.

### **20.6 Renewal of Short-Term Disability**

A new benefit period of 119 calendar days is restored after the employee has been working for three consecutive months. This new period will be subject to the accumulation rules of a new employee.

### **20.7 Rehabilitation**

Employees who return to work on the advice of their physician on a part-time basis will be paid at the regular rate of pay for the hours worked, and either 100% or 75% of salary for the balance, whichever is applicable. Total pay would not exceed 100% of original salary, subject to all sources of income.

### **20.8 Benefit Entitlement While on Short-Term Disability**

Employees will continue to receive the following: extended health and dental benefits; basic life insurance; accidental death and dismemberment; Pension Plan (2% of base salary) and vacation accrual.

### **20.9 Exhaustion of Short-Term Disability**

Short-term disability absences extending more than 119 calendar days, due to illness or injury, may be eligible for the long-term disability (LTD) plan. Employees not qualifying for the extended LTD benefit will not continue to receive salary continuance payments. An employee who is not eligible for STD/LTD benefits will be issued a Record of Employment.

### **20.10 Pay Out of Short-Term Disability Credits**

No pay out of short-term disability credits will be made to an employee upon termination, retirement or death.

## **ARTICLE 21 - SPECIAL AND OTHER LEAVE**

### **21.1 Special Leave**

An employee is entitled up to five days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care;
- (b) the care of health of any other member of the employee's immediate family;
- (c) wedding of the employee - two days;
- (d) attend the wedding of the employee's child - one day;
- (e) birth of the employee's child - two days;
- (f) serious household or domestic emergency - one day;
- (g) attend their formal hearing to become a Canadian Citizen - one day

An employee must provide at least five days' notice to request this Special Leave, with the exception of (f) of this article.

### **21.2 Compassionate Leave**

An employee will be granted up to a maximum of five consecutive working days with pay if there is a serious illness or death in the employee's family. Family will be defined as the employee's partner, brother, sister, parent, grandparent, grandchild, child (including child of a partner), stepparent, foster parent, stepchild or ward of employee, parent-in-law, and others residing permanently with the employee or with whom the employee permanently resides. Compassionate leave may be extended when, at the discretion of the Employer, additional time is necessary.

If there is a serious illness or death in the employee's family while the employee is on vacation leave the employee will be granted compassionate leave and be credited the appropriate number of days to vacation credits.

An employee will be granted one day to attend a funeral as a pallbearer or mourner.

An employee may request to reasonably extend this leave without pay. The Employer may extend this leave based on operational needs.

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

The Employer will grant, on written request, leave of absence without pay and benefits:

- (a) for employees to seek election in a municipal, provincial, or federal 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;
- (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 of the B.C. Government Employees' Union, the leave will be for a period of two years and will be renewed upon request of the Union.

#### **21.4 Leave for Court Appearances**

- (a) The Employer will grant 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, such leave to attend at court will be without pay and benefits.
- (c) An employee in receipt of his/her regular earnings while serving at court will remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity will be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, will be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence will be without pay.
- (g) For all the above leaves, the employee will advise his/her supervisor as soon as he/she is aware that such leave is required.

#### **21.5 Elections**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum will have four consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

#### **21.6 General Leave**

Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence for up to six months without pay to an employee requesting such leave for emergency or unusual circumstances; such request to be in writing and approved by the Employer. Approval will not be withheld unjustly.

### **ARTICLE 22 - MATERNITY, PARENTAL AND CHILD CARE 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.

An 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.

### **22.1 Pregnancy and Parental Leave**

Pregnancy leave, parental leave, and benefits will be as provided by the current *Employment Standards Act* of British Columbia. The Employer will make available a copy of the *Act* to employees.

### **22.2 Seniority Rights on Reinstatement**

(a) An employee who returns to work after the expiration of pregnancy or parental leave, will retain the seniority he/she had accrued immediately prior to commencing the leave and will be credited with the seniority for the period of time covered by the approved leave. An employee will be placed in a position of equal rank and basic pay to the employee's former position if the employee's former position is not available.

(b) The employee will be deemed to have resigned on the date upon which his/her leave commenced if the employee has not informed the Employer of the date they will return to work one month prior to the expiration of the leave or if he/she does not return to work after having informed the Employer of his/her intent to do so.

### **22.3 Sick Leave Credits**

Illness arising due to pregnancy during employment may be charged to normal sick leave credits.

### **22.4 Extended Child Care Leave**

No longer than four weeks prior to the expiration of the aggregate leave taken pursuant to Article 22.1, an employee may apply for leave under Article 21.6 for the purpose of caring for their child or children.

## **ARTICLE 23 - SAFETY AND HEALTH**

### **23.1 Conditions**

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

### **23.2 Working Environment**

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner.

It will be a shared responsibility to ensure that working areas and vehicles are maintained in a safe and clean condition.

### **23.3 Safety Committee**

(a) The Employer and the Union agree that policies and guidelines relating to safety and health will be recommended by the Safety Committee. The Committee will meet at regular intervals to be determined by the WCB Regulations, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

(b) The Safety Committee will be notified of each accident or injury and will investigate and report to the Union and Employer on the nature and cause of the accident or injury.

### **23.4 Unsafe Work Conditions**

No employee will be disciplined for refusal to work on a job which does not meet the standards established pursuant to the *Workers Compensation Act* as interpreted by:

- (a) a member of the Safety Committee; or
- (b) a person designated by the Safety Committee; or
- (c) a safety officer.

No employee will be disciplined for refusing to perform work which poses an immediate hazard to the employee's safety. The employee will report the incident to his/her supervisor immediately.

### **23.5 Safety Equipment**

The Employer will provide and maintain first aid kits in all office locations and in each truck. In addition, each truck will be supplied with a fire extinguisher. The Employer will familiarize the employees with the location and use of this equipment.

### **23.6 Protective Clothing and Supplies**

- (a) The Employer will supply protective clothing and supplies as required by the WCB, including protective gloves to minimize the risk of needle pokes.
- (b) The Company will, at the commencement of each contract year, reimburse employees with six or more months of service for the purchase or repair of WCB approved footwear.

Effective February 18, 2014 the reimbursement will be up to \$150 dollars.

To claim reimbursement a receipt of either proof of purchase or repair must be presented.

### **23.7 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 his/her shift without deduction from sick leave.

### **23.8 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.

### **23.9 Employee Check-in**

Check-in procedures will be implemented to ensure the safety of all employees who work alone.

### **23.10 Industrial First Aid Requirements**

- (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 Standard or Occupational First Aid Certificate will be borne by the Employer, and leave to take the necessary courses will be granted with pay.



(c) An additional payment will be granted to such employees on the basis of the type of Standard or Occupational First Aid Certificate they are required to possess as follows:

Level II - \$50 per month;

Level I - \$40 per month.

### **23.11 Vaccinations**

(a) Where a vaccination is required by the Employer and/or by legislation as a preventive measure in the performance of duties on behalf of the Employer, such vaccinations will be made available at the Employer's expense.

## **ARTICLE 24 - TECHNOLOGICAL CHANGE**

### **24.1 Definition**

"*Technological change*" will mean:

The introduction by the Employer into his/her work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business which will result in a layoff or termination of the employees by the Employer.

Technological change will not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

### **24.2 Advance Notice**

Sixty days before the introduction of any technological change, the Employer will notify the Union of the proposed change.

### **24.3 Referral to Labour Management Committee**

Within 14 days of the notice under Section 24.2 of this article, the Labour Management Committee will meet to discuss ways in which the technological change can be accommodated.

### **24.4 Reassimilation Into the Workplace**

A regular employee who is displaced from his/her job by virtue of technological change will be given the opportunity to apply for any vacancies existing, in accordance with the Job Posting procedures forming part of this agreement. An employee may not receive both severance pay and a training period of work at a new position.

### **24.5 Training**

Where technological change may require additional knowledge and skill on the part of regular employees, such employees will be given the opportunity to study, practise and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new position within a reasonable training period. The Employer agrees to pay the regular employee at his/her prevailing rate of pay during each training period.

### **24.6 New Employees**

No additional employees required because of technological change will be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

**ARTICLE 25 - PROMOTIONS AND STAFF CHANGES****25.1 Job Postings**

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of seven calendar days so that all members will know about the vacancy or new position.

The Employer will refrain from advertising outside the Employer for any position until the end of the minimum seven calendar days internal posting.

(b) If the vacancy is not filled within two months after the closing date noted on the posting, the position will be re-posted.

(c) Employees who will be absent from duty on vacation for more than seven calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a job posting occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation and will include contact information, so that the Employer may advise the employee of any such vacancies.

(d) Vacancies of a temporary nature, which exceed or are expected to exceed three months, will be posted as per Article 25.1(a).

**25.2 Information in Postings**

Such notice will contain the following information: nature of position, qualification, required knowledge and education, skills, wage or salary rate or range and whether the employee is required to use his/her automobile in the performance of his/her duties. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings will have an equal opportunity oriented statement.

**25.3 Outside Advertising and Appointment Policy**

(a) Vacancies for all positions in the bargaining unit will be posted within the bargaining unit.

(b) Positions will be awarded on the basis of qualifications as contained in the job descriptions. The factors used to determine qualification will be education, skills, knowledge, experience, past work performance and years of continuous employment with the Employer.

(c) Vacancies will be filled by qualified applicants in the following order:

- (1) permanent employees of the bargaining unit;
- (2) casual employees of the bargaining unit;
- (3) external applicants.

(d) The Union will be notified of all new hires, promotions and special project and term certain appointments.

**25.4 Transfers**

It is understood by the parties that the employees will not be required to transfer from one position to another against their will except:

- (a) in the case of transfers resulting from layoffs; or
- (b) on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee for that employee to remain in her former position.

### **25.5 Role of Seniority in Promotions and Transfers**

The parties hereto agree that promotion will be on the basis of qualifications and seniority; in the event that applicants for a given position are equally qualified, the position will be awarded to the applicant with the greater seniority in the bargaining unit.

For the purpose of this agreement "*qualifications*" would include skill, knowledge, experience and the ability to perform the requirements of the position to the satisfaction of the Employer and may include an assessment and/or consideration of past performance.

### **25.6 Trial Period**

Should a vacancy occur or any new positions that would fall within the bargaining unit be established by the Employer, the Employer agrees to follow the procedures and principles outlined in Articles 25.1, 25.2, 25.3, 25.4 and 25.5 in the hiring for the position.

If an applicant is taken from the bargaining unit, the applicant will be placed on trial for a period of three months. Conditional on satisfactory service, the employee will be declared permanent after that period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she will be returned to his/her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions will also be returned to his/her former position, wage or salary rate, without loss of seniority. The parties may mutually agree to extend the trial period.

### **25.7 Local Union Observer**

The President of the Union or designate may sit as an observer on a selection committee for posted positions within the bargaining unit.

### **25.8 Notification to Employee and Union**

Within seven calendar days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant will be sent to each applicant from within the bargaining unit. Upon request, unsuccessful applicants with more seniority from within the bargaining unit will be given in writing the reasons why they were unsuccessful. The Union will be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

### **25.9 Right to Grieve**

Where an employee feels that he/she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 of this agreement within seven days of being notified of the results.

## **ARTICLE 26 - CAREER DEVELOPMENT**

### **26.1 Purpose**

Both parties recognize that an improved service to the public will result if employees acquire knowledge and skills related to the services provided by the Canadian Diabetes Association. The provisions of this article are intended to assist employees in maintaining and improving skills and to assist in preparing them for foreseeable jobs.

### **26.2 Education Leave and Allowances**

- (a) Leave of Absence and financial reimbursement for the same will be based on the following considerations:

(1) Employees wishing to proceed on staff development leave will submit a request in writing, to the Employer, indicating the leave required and the relevance of the particular event to the employee's job;

(2) There must be a reasonable expectation that the program will enhance, improve, or upgrade the employee's performance and that the employee will complete it successfully.

Normally, a request to participate in a course, workshop, seminar, or conference will be submitted in writing to the Employer at least 30 days prior to the starting date. Education Leave will not normally exceed 10 working days within any one fiscal year.

(b) Should the Employer require an employee to attend an approved program as noted above, all expenses necessarily related to the employee's attendance will be reimbursed and any leave will be considered Education Leave, with pay. Advance notice of such requirement to attend will be provided to the employee at least 30 days prior to the starting date. If the required course is outside normal working hours, straight-time regular rates will apply.

(c) Requested, but not required, education leave will be granted as follows:

(1) The Employer will reimburse an employee proceeding on approved staff development leave, all or part of his/her pre-authorized, receipted, expenses which are directly related to the seminar, workshop or program. Expenses will include tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer will also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.

(2) Generally, if the employee needs to take time off work in order to attend an approved program, he/she will be advised, concurrently with approval, whether such leave is to be with or without pay. If the approved program is being conducted outside of normal working hours, the employee will not be entitled to claim overtime for such attendance.

(3) On his/her return, the employee will provide a summary of the symposium/seminar to the Employer for distribution to the other employees.

### **26.3 Leave for Writing Examinations**

Leave of absence with pay will be granted to allow employees time to write examinations for courses required by the Employer, except where leave to take the course has been granted without pay.

### **26.4 General Skill Upgrading**

It is the intent of this article that employees will be encouraged through the granting of leave and provision of allowances to enrol in programs which will enable them to acquire additional skills.

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 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.

### **27.2 Paydays**

(a) Employees will be paid every second Thursday.

- (b) When the payday falls on a statutory holiday, payday will be on the day preceding the statutory holiday.
- (c) If the paycheque is not available on the payday, the Employer upon request of the employee will arrange for the employee to be provided with an adequate advance on his/her salary.

### **27.3 Rate of Pay**

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

### **27.4 Substitution Pay**

- (a) When an employee, at the request of his/her immediate supervisor performs the principal duties of a higher paying classification for two hours or more cumulative in any shift, they will receive the wage rate for the higher classification for such time. Consideration will be given to factors such as seniority, experience and ability to perform the duties. Substitution pay will not apply when an employee is in training and/or supervised by an employee in the higher classification.
- (b) An employee substituting in a higher paid classification will continue to receive general increases to his/her regular rate of pay and will receive substitution pay based on the amended rate per Article (a) above.
- (c) During a temporary assignment employee's benefits will be maintained at the level of his/her regular position.
- (d) Upon completion of a temporary assignment an employee will return to his/her regular rate of pay.
- (e) An employee will not receive an increase if the temporary duties are included on his/her job description.

### **27.5 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher paid classification in Appendix A, they will receive the wage rate established for the higher paying classification.

### **27.6 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay will maintain his/her regular rate of pay.

### **27.7 Reclassification of Position**

An employee will not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee him/herself.

### **27.8 Vehicle Allowance**

- (a) Vehicle allowances for all kilometres travelled on the Employer's business will be paid to employees required by the Employer to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances will be paid only on submission of the approved travel form signed by the employee and approved by his/her supervisor.

- (c) Where an employee uses his/her automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of BC and carry the appropriate class of insurance.
- (d) Where the ICBC regulations require the employee to carry business class insurance, and the Employer requires the employee to use his/her car for work, the Employer will pay the premium difference between business class and the next lower class on submission of documentation of that premium difference certified as correct by the Employee's supervisor.
- (e) The Vehicle Allowance will be in accordance with the maximum allowed under the Employer's National Policy.
- (f) Fines and penalties arising from traffic violations while operating a company provided vehicle will be the responsibility of the employee driving and/or responsible for the vehicle. Burden of proof is upon the Employer to establish the employee responsible.

**27.9 Meal Allowance**

Employees on travel status away from their headquarters area will be entitled to claim the following maximum daily allowances upon presentation of receipts:

Breakfast .....	\$15
Lunch.....	\$20
Dinner .....	\$35
Miscellaneous/Snack* .....	\$5
	\$75

*\*May be added to a meal at the employee's discretion or may be claimed against a personal phone call.*

In addition, the employee will be entitled to one personal phone call of reasonable duration per trip while on travel status.

Travel status assumes an employee is required to stay overnight while away from their headquarters area.

**27.10 Travel Advance**

Regular employees who are required to proceed on travel status, will be provided with an adequate travel advance upon request. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

**27.11 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 11:00 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 actual cost of commercial transportation upon presentation of a receipt.

**27.12 Salary Increases for Casual and Part-Time Employees**

Employees paid on an hourly basis receive salary increments based on an hourly equivalent of the working hours annually as defined in this agreement.

**27.13 Uniforms**

The Employer will provide five shirts and one jacket to each employee required to wear a uniform. The cost of laundering these items will be borne by the employee. The Employer will repair or replace unserviceable items upon surrender of items to be repaired or replaced. Uniforms are company property and will be returned on termination.

**27.14 Training Allowance**

Any employee(s) who trains another employee(s) for one shift or more, will receive \$1.00 per hour for all such hours while training.

**ARTICLE 28 - BENEFITS****28.1 Benefits**

Notwithstanding any provision in this article, the obligation of the Employer to provide health and welfare benefits is limited to paying the premiums for the appropriate levels of coverage.

The benefits provided under this article will be subject to the terms of the insurance contracts between the Employer and the Insurance Carrier.

The parties recognize that the Plan may contain restrictions, exceptions, qualifications and other terms affecting entitlement to benefits. Questions of entitlement and eligibility will be determined by the terms of the insurance plan.

The Employer will provide the following insurance benefits (detailed in the Group Benefits booklet) for full-time and eligible part-time employees.

(a) British Columbia Medical Plan benefit will be effective on the first day of the month following the date of hire. Premiums are paid 100% by the Employer.

(b) Extended Health Care Benefits provided by Desjardins or an equivalent available plan are to include:

- Vision Care..... at 100% coverage with 2-year maximum of \$200;
- Drugs ..... at 90% coverage;
- Hospital..... at 100% coverage for semi-private room;
- Out of Province Emergency ..... at 100% coverage with limits as set out in the Insurance Policy;

Extended Health Care benefits will be effective three months from date of hire. Premiums are paid 85% by the Employer and 15% by the employee.

(c) Dental services provided by Desjardins or an equivalent available plan are to include:

- Basic..... 100%      \$1,500 yearly maximum combined for Basic, Endodontics, Periodontics and Major Restorative
- Endodontics and Periodontics... 80%
- Major Restorative..... 50%
- Orthodontics..... 50% to life time maximum of \$1,200.

Dental benefits will be effective three months from date of hire. Premiums are paid 85% by the Employer and 15% by the employee.

(d) Basic life insurance, Accidental Death and Dismemberment and Long-Term Disability Benefits are provided by and paid 100% by the Employer. Membership in Basic Life Insurance, AD&D and Long-Term Disability is a condition of employment for all full-time permanent employees. Basic Life Insurance and AD&D will be effective three months from date of hire. Long-Term Disability will be effective six months from date of hire.

(e) Where the Employer is no longer able to provide coverage due to actions taken by the carrier, the parties will meet to negotiate an alternative solution, which will not result in an increased cost to the Employer.

(f) Where premiums have increased due to the actions taken by the carrier, the parties will meet to negotiate an alternative solution, which will not result in an increased cost to the Employer.

(g) The Employer will continue its current Group Insurance Plan as in place as of date of ratification. Should the insurer require changes during the duration of the Collective Agreement, the Parties recognize that it is in the best interests of employees for consultation to take place with the Union. The Employer will give advance notice to the Union at least two months prior to any changes being made. Should notice be given to the Union, by the Employer, the Employer and the Union will meet to discuss such changes. The Union will not unreasonably withhold agreement to any of these changes.

## 28.2 Pension Plan

(a) The Group Pension Plan is provided by Manulife Financial or an equivalent available plan.

(1) Permanent full-time employees are required to join the pension plan after completing six months of continuous service.

(2) Permanent part-time employees are eligible to join the pension plan after two years of continuous part-time employment if they have worked at least 700 hours and/or have earned at least 35% of the YMPE. in each of the two consecutive years of employment.

(b) The Employer will contribute 2% of an employee's base earnings to the pension plan.

(c) Pension payments normally begin on the first day of the month following the employee's 65<sup>th</sup> birthday. An employee may postpone receiving pension income as provided by the *Income Tax Act*.

(d) A full-time employee becomes 100% vested after two years of continuous service. Once vested, contributions are locked in until age 65 or retirement.

## 28.3 Registered Retirement Savings Plan

(a) The RRSP is provided by Manulife Financial or an equivalent available plan.

(1) The RRSP is optional for all permanent full-time employees, after completing six months of continuous service.

(2) Permanent part-time employees (exceeding 30 hours per week) are eligible to join the RRSP plan after six months from permanent hire date.

(b) If an employee chooses to take part in the RRSP, the Employer will match 60% of the employee's RRSP contributions, subject to the following maximums:

- 60% for the first year of employment up to a maximum of 1% of base earnings.
- 60% for the second year of employment up to a maximum of 2% of base earnings.
- 60% for the third and future years of employment up to a maximum of 3% of base earnings.



- (c) The Employee RRSP contribution will be deposited into the employee's RRSP. The Employer matching amount will be deposited into the employee's pension plan, not the RRSP.
- (d) The RRSP is not locked in and is vested from the enrolment date.
- (e) An employee may choose the investment directions of their RRSP funds.

#### **28.4 Legislative Changes**

If the premiums paid by the Employer for an employee benefit covered by this agreement is reduced as a result of any legislative action, 50% of the amount of the saving will be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

#### **28.5 Medical Examination**

Where the Employer requires an employee to submit to a medical examination, it will be at the Employer's expense and on the Employer's time.

### **ARTICLE 29 - GENERAL CONDITIONS**

#### **29.1 Damage to Personal Property**

The Employer will not require employees to use personal property to carry out employer business.

#### **29.2 Supply and Maintenance of Equipment**

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. When due notice of disruption of work cannot be provided to employees, employees will not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies, or by reason of power failures, or other circumstances not attributable to the employees. Disruption of work due to an act of Nature is exempt from this clause.

#### **29.3 Indemnity**

Except where 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 judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of his/her duties and to pay any legal costs incurred in the proceeding provided the employee cooperates fully in any defence and the Employer has exclusive conduct of the proceedings.

#### **29.4 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and his/her rights and obligations under it. For this reason the Employer will print 50 copies of this agreement for distribution to employees. The agreement will be printed by the Employer using his/her own facilities. Printing costs of the agreement will be shared equally between the Employer and the Union.

#### **29.5 Contracting Out**

- (a) The Employer will not contract out bargaining unit work which would result in a layoff or eliminate a bargaining unit position solely for the purpose of evading the negotiated wages and conditions of this agreement.

(b) Any employee laid off as a result of contracting out of work normally performed by the bargaining unit will retain seniority until they have been offered re-employment with the Employer in a position for which they have the skills and abilities to perform the job duties, subject to Article 13.5.

(c) Any contracting out of bargaining unit work resulting in a layoff or a reduction in assigned hours of work or elimination of a bargaining unit position will activate Section 54 - adjustment plan - of the *Labour Code* of BC.

#### **29.6 Personal Duties**

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or Employer may take the matter to the Labour/Management Committee which will attempt to resolve the dispute.

#### **29.7 Positions Temporarily Vacant**

For employees required to provide illness and vacation relief, every effort to redistribute their workload or change their work priorities will be made so that their workload will not be significantly increased.

#### **29.8 Paycheques**

Employees will have their cheques directly deposited in any chartered bank or credit union in the province of British Columbia.

#### **29.9 Political Activity**

(a) *Municipal and School Board Offices* - Employees may seek election to Municipal and School Board Offices, provided that the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an employee.

(b) *Federal and Provincial Offices* - There are no restrictions on employees engaging in political activities on their own time as campaign workers, except if the employee uses his position with the Employer for the benefit of the candidate. If an employee is nominated as a candidate for election, the employee will, upon request, be granted leave without pay in accordance with Article 21.3 to engage in the election campaign. If elected, the employee will be granted leave of absence. If not elected, the employee will be allowed to return to his/her former position.

#### **29.10 Member/Donor/Client Confidentiality**

Any information about members/donors/clients of the Employer which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it. All documents or other relevant material containing confidential member/donor/client information will be surrendered to the Employer by the employee on termination of employment.

#### **29.11 Assignment of Truck Drivers**

One driver will be assigned to each truck during each shift, unless the route involves the pick-up of items which requires two persons. Drivers will not carry unauthorized passengers.

## 29.12 Volunteers

The Union recognizes that the volunteers of the Canadian Diabetes Association perform operational tasks without pay and benefits. The Employer recognizes that use of volunteers will not displace members of the bargaining unit.

## ARTICLE 30 - HARASSMENT

### 30.1 Commitment

The Union and the Employer recognize the right of employees to work in an environment free from harassment. The Employer will take such actions as are necessary which may include discipline respecting an employee or volunteer engaging in harassment in the workplace. To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.

### 30.2 Responsibilities

The Employer is responsible for:

- (a) making all members and employees of the Employer aware of the problem of workplace harassment and the existence of the procedures available; and
- (b) appointing neutral investigators and providing the training and resources for them to fulfil their responsibilities under this policy.

The Union is responsible for cooperating with the Employer to ensure an environment free from harassment.

### 30.3 Application

This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Act*. However, an employee will not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the BC Council of Human Rights or the process specified below. In either event, a complaint of personal harassment or sexual harassment will not form the basis of a grievance.

### 30.4 Definitions

#### (a) *Sexual Harassment*

Sexual harassment means sexually oriented verbal or physical behaviour which one would reasonably find to be unwanted or unwelcome by any individual, or persons in general, to whom such behaviour is presented, giving consideration to all surrounding circumstances.

- (1) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (2) Both males and females can be sexually harassed by members of either sex.

#### (b) *Personal Harassment*

Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political beliefs, religion, marital status, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose.

### 30.5 Confidentiality

The Employer and the Union recognize the difficulty of coming forward with a complaint of harassment. To protect the interests of the complainant, confidentiality will be maintained throughout the process and information relating to the complaint will only be disclosed to the extent necessary to carry out these procedures. To protect the complainant, the respondent and any witnesses, testimony given through the course of an investigation will be kept confidential.

### 30.6 Investigators

The Employer and the Union will mutually agree to an independent mutually agreed person to serve as investigator under this article. In carrying out their duty under this article, the investigator will be directly responsible to the Employer. Any person who has acted as an investigator on a complaint will not adjudicate that complaint.

The investigator's role is as follows, but not limited to:

- investigate the complaint;
- prepare a report for the Employer; and
- recommend appropriate actions.

### 30.7 Time Limits

A complaint may not be pursued by the complainant unless the complainant meets to discuss the alleged harassment with the Employer no later than 60 days after the event, or in the case of a series of events, the last event in the series, on which the complaint is based.

### 30.8 Procedure

The procedure for filing a harassment complaint is as follows:

- (a) A person who considers that she or he has been subjected to workplace harassment (the "*complainant*") is encouraged to bring the matter to the attention of the person responsible for the conduct ("*respondent*"). Where the complainant does not wish to bring the matter directly to the attention of the respondent, or where such an approach is attempted and does not produce a satisfactory result, the complainant should report in writing the incident to a member of the Employer's management team.
- (b) Upon receipt of the written complaint, the Employer will notify the appropriate staff representative in writing. The Employer will attempt to resolve the matter between the parties. If such attempt is unsuccessful, then the matter will be referred to an investigator.
- (c) If the complainant and the investigator agree that the conduct in question is not workplace harassment as defined in this article, the investigator will take no further action.
- (d) The complainant will be given the option of having a steward present as an observer at the meeting(s) at which the complainant is present.
- (e) The respondent will be given the option of having a different steward present as an observer at the meeting(s) at which the respondent is present.
- (f) Where the investigator gives a copy of the complaint to the respondent, the investigator will include with the complaint a copy of this article and a notice that either party has the right to be represented by any person of choice at any stage of the process when required or entitled to be present.

(g) Investigations must be completed within 30 days of the referral of the complaint by the Employer to the investigator(s). A written report by the investigator will be submitted to the Employer at the end of the investigation.

(h) Where the investigation results in a finding that the complaint of workplace harassment is not substantiated or the proceedings are discontinued, all record of the complaint will be removed from the Employer's records relating to the respondent.

(i) If either party is not satisfied with the findings of whether or not harassment has occurred, the matters may be referred to an independent adjudicator for a final resolution. Disciplinary action as a result of the complaint is the only matter which may be grieved. No grievance will be filed until this procedure is complete.

(j) An employee of the Employer who considers that she or he has been subjected to workplace harassment by a person who is not a member or employee of the Employer will seek the advice of their director, executive director or immediate supervisor. The director, executive director or immediate supervisor will take responsibility to support and assist the person subjected to such harassment.

## **ARTICLE 31 - TERM OF AGREEMENT**

### **31.1 Duration**

The terms of this agreement will be February 18, 2018 to February 17, 2021.

### **31.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 17, 2020 but in any event not later than midnight, November 17, 2020.

(b) Where no notice is given by either party prior to November 17, 2020 both parties will be deemed to have been given notice under this article on November 17, 2020 and thereupon Section 31.3 applies.

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

### **31.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 31.2, the parties will, within 14 days after the notice was given, commence collective bargaining.

### **31.4 Changes in Agreement**

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

### **31.5 Effective Date of Agreement**

The provisions of the agreement will come into full force and effect on the first business day after the date of ratification.

### **31.6 Agreement to Continue in Force**

Both parties will 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

\_\_\_\_\_  
Thomas Guy  
Director of Operations

\_\_\_\_\_  
Franca Lattanzio  
Bargaining Committee

\_\_\_\_\_  
Sheila Kern  
Regional Director, BC and Yukon

\_\_\_\_\_  
Pawel Tomczak  
Bargaining Committee

\_\_\_\_\_  
Kim Miller  
Negotiator

\_\_\_\_\_  
Sean Antrim  
Staff Representative

\_\_\_\_\_  
Alex Dimoski  
Senior Manager, Human Resources

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX A**  
**Salary Schedule**

Classification	Current	Effective Upon Ratification 2.00%	Effective Feb 18/19 2.25%/2.50%	Effective Feb 18/20 2.50%
<b><i>Office and Technical</i></b>				
Program Development Coordinator	\$29.95	\$30.55	\$31.24	\$32.02
Program/Development Assistant	\$25.02	\$25.52	\$26.09	\$26.74
Administrative Assistant	\$21.40	\$21.83	\$22.32	\$22.88
<b><i>Driving</i></b>				
Driver	\$19.49	\$19.88	\$20.38	\$20.89
Driver Helper	\$14.72	\$15.01	\$15.39	\$15.77

In lieu of retroactive wage increases, the \$1000 signing bonus upon ratification, prorated for part-time employees.

**APPENDIX B**  
**Canadian Diabetes Association/National Diabetes Trust**  
**Plan Benefit Summary**  
**BCGEU Employees**

This coverage is available to you and your eligible dependants.

Benefit	Description
<b><i>Basic Life</i></b>	2 times annual earnings, to a maximum of \$600,000
Reduction	50% at age 65
Termination Age	Retirement
<b><i>Optional Life Employee</i></b>	Units of \$10,000 to a maximum of \$250,000
Evidence of Insurability	Required for all amounts
Termination Age	Employee's age 65, or retirement, if earlier
<b><i>Optional Life Spouse</i></b>	Units of \$10,000 up to a maximum of \$250,000
Evidence of Insurability	Required for all amounts
Termination Age	Employee's age 65, or retirement, if earlier
<b><i>Long-Term Disability</i></b>	66.7% of monthly earnings to a maximum of \$9,000
Waiting Period	119 calendar days
Taxability	Taxable
Definition of Disability	Own occupation for the elimination period and subsequent 24 months, any occupation thereafter
Maximum Benefit Period/Termination Age	To age 65
<b><i>Extended Health Care</i></b>	
Prescription Drugs	90% reimbursement up to \$1,000 out of pocket, then 100% reimbursement Pay-direct drug card Deductible equal to the dispensing fee

<b>Benefit</b>	<b>Description</b>
	Preventive vaccines limited to \$300 per calendar year Smoking cessation aids limited to \$500 per lifetime Fertility drugs limited to \$15,000 per lifetime
Hospital	100% reimbursement, Semi-private room coverage
Private Duty Nursing	100% reimbursement, \$25,000 per calendar year
Speech Therapist Osteopath* Naturopath Podiatrist/Chiropodist* Chiropractor*, Physiotherapist/Physical Rehabilitation/Sports Therapist Psychologist/Social worker/ Guidance counsellor Massage therapist/ Orthotherapist/Kinesiologist	100% reimbursement \$500 per calendar year, per practitioner *maximum includes cost of imaging techniques
Custom-fitted Orthopaedic Shoes	100% reimbursement, 1 pair per calendar year
Custom-made Foot Orthotics	100% reimbursement, \$400 every 3 calendar years
Wigs	100% reimbursement, \$500 per lifetime
Elastic support stockings	100% reimbursement, 4 pairs per calendar year
Glucometer	100% reimbursement One device every 24 months to a maximum of \$400
Hearing Aids	100% reimbursement \$500 every 36 consecutive months Includes costs for installation, repair, maintenance and batteries
Vision Care	100% reimbursement Eye examinations – 1 every calendar year Eyeglasses, contact lenses or laser eye surgery - \$200 every 2 calendar years
Out of Province/Canada Emergency and Travel Assistance	100% reimbursement \$5,000,000 per lifetime
Out of Province/Canada Referral coverage	80% reimbursement \$50,000 per calendar year
Termination Age	Employee's age 70, or retirement, if earlier
<b>Dental Care</b>	
Fee Guide	Current General Practitioner fee guide in the member's province of residence
Preventive services	100% reimbursement \$1,500 per calendar year combined with Basic, Endodontic, Periodontic and Major services
Basic services	100% reimbursement \$1,500 per calendar year combined with Preventive, Endodontic, Periodontic and Major services
Endodontic and Periodontic Services	80% reimbursement \$1,500 per calendar year combined with Preventive, Basic and Major services
Major Services	50% reimbursement \$1,500 per calendar year combined with Preventive, Basic, Endodontic and Periodontic services
Orthodontics (children and adults)	50% reimbursement \$1,200 per lifetime
Recall Frequency	Once every 6 months



<b>Benefit</b>	<b>Description</b>
Scaling	16 units every calendar year
Termination Age	Employee's age 70, or retirement, if earlier

### **LETTER OF UNDERSTANDING #1**

#### **Exclusions Under Article 3.1 - Bargaining Unit Defined**

The parties agree that during the term of the 2018 collective agreement the Employer may submit a proposal for exclusions to Article 3.1 - Bargaining Unit Defined of the agreement. The parties further agree that once a proposal is submitted, the Union will review and respond to the proposal stating whether the Union accepts or declines the Employer's submission(s).

Where the parties fail to reach mutual agreement on the Employer's proposal either party may refer the outstanding issues in the Employer's proposal to the Labour Relations Board for resolution.

### **LETTER OF UNDERSTANDING #2**

#### **Benefits**

The parties agree that during the term of the 2018 - 2021 collective agreement, to meet and discuss any changes being considered for the benefit package for bargaining unit employees.