

**MEMORANDUM OF SETTLEMENT**

**between the**

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

**and the**

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION (COPE)  
LOCAL 378**

**March 3, 2011**

**E&OE**

*The Parties noted agree that the following amendments to the COPE 378 collective agreement, for employees of the BCGEU support staff bargaining unit, are a comprehensive settlement for the renewal of the collective agreement which expired March 31, 2010.*

*Further, it is agreed that each of the Parties recommends these terms of settlement for ratification by members of the COPE 378 bargaining unit and by the Provincial Executive of the BCGEU. Once ratified by both Parties, this tentative agreement will be executed and will remain in force and effect for its full term.*

*Unless otherwise agreed to be amended, all clauses in the current collective agreement will remain unchanged.*

## AGREEMENT

BETWEEN:

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
(hereinafter referred to as the "BCGEU")

AND:

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**  
(hereinafter referred to as the "Union")

## DEFINITIONS

4. "green circling" – means salary protection when an employee's position has been reclassified downward and they retain their current wage rate and eligibility for all future general wage increases.

### *Consequential renumbering*

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

(a) The purpose of this Agreement is to maintain a harmonious relationship between the BCGEU and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time and to promote the mutual interest of the BCGEU and its employees; to promote and maintain such conditions of employment.

(b) Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

*Note - (b) above is current language moved from clause 25.1 – GENERAL Status Quo*

### 1.7 Management Rights and Responsibilities

Except as otherwise specifically provided in this Agreement, all rights and function of management including, without limiting the generality of the foregoing, the management and direction of employees remain solely and exclusively with the BCGEU.

*Note - 1.7 above is current language moved from Article 4 – MANAGEMENT RIGHTS AND RESPONSIBILITIES*

**ARTICLE 2 – BARGAINING UNIT AND RECOGNITION****2.2 Union Representatives (current language moved from clause 7.1)**

- (a) The BCGEU shall recognize the representative(s) selected by the Union for purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive representative(s) of all employees within the bargaining unit as defined in Section 2.1 of this Agreement.
- (b) The representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union shall obtain authorization from the BCGEU as to appropriate time for such contact before meeting the employees.

**~~2.2 Contracting Out~~**

~~The BCGEU agrees not to contract out work presently performed by employees covered by this Agreement which would result in the laying off of such employees.~~

*Note: language moved to clause 3.4*

**2.3 Union Insignia**

- (a) All members shall be required to use their Union Label.
- (b) The Union Label shall be made available to the BCGEU. The privilege of using the Union Label shall be extended to the BCGEU as long as this Agreement remains in full force and effect and the BCGEU is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the **Canadian Office and Professional Employees** ~~Office & Professional Employees International~~ Union with the designation of Local 378 and shall remain the sole property of the Union.

**2.6 No Discrimination for Union Activity**

There shall be no discrimination, interference, restriction, or coercion exercised or **practiced** ~~practised~~ with respect to any employee for reason of membership or activity in the Union.

**2.8 Bulletin Board**

- (a) The BCGEU shall provide bulletin board facilities for the exclusive use of COPE 378 **members** ~~employees~~ at Headquarters and all Area Offices.
- (b) The BCGEU will also provide an electronic bulletin board for exclusive use of COPE 378. The use of the bulletin board shall be restricted to the business affairs of COPE 378.

**2.9 Recognition of Rights of Stewards**

- (a) The BCGEU shall recognize the steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such steward(s) for carrying out the duties proper to that position.
- (c) **COPE 378 agrees to provide the BCGEU with a list of the employees designated as stewards for each jurisdictional area.**

*Note (a) above is current language moved from clause 7.2*

**2.10 Duties of Steward (current language moved from clause 7.3)**

The Steward may, within reason, investigate and process grievances or confer with the representative(s) of the Union during regular working hours, without loss of pay. Duties also include posting of Union bulletins or notices. The steward shall obtain permission from the Human Resources Administrator (or designate) before leaving their work to perform such duties and shall notify the Human Resources Administrator (or designate) upon resuming their normal duties. The BCGEU agrees that permission for such leave shall not be unreasonably withheld.

**2.11 Negotiations (current language moved from clause 7.4)**

- (a) Up to a maximum of three Union members shall be entitled to leave of absence for the purpose of conducting negotiations with the BCGEU. Such leave shall be without loss of pay, vacation or seniority.
- (b) Notwithstanding the provisions of this clause ~~Section 7.4(a)~~ and the understanding that negotiations shall be scheduled by mutual agreement, the Parties hereto recognize the staffing requirements of the BCGEU and hereby agree that it is not intended for all negotiations to take place during normal office hours.

**2.12 Time Off for Union Business (current language moved from clause 7.5)**

- (a) Where operational requirements permit, the BCGEU agrees to grant leave of absence without pay and without loss of ~~vacation or~~ seniority upon seven days written notice:
- (i) to an elected or appointed delegate of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (ii) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
  - (iii) to the employees elected or appointed pursuant to ~~clause Section 2.11 7.4(a)~~ of this article to attend meetings of the bargaining committee;
  - (iv) to employees enrolled in training courses sponsored by COPE 378.
- (b) Employees granted leave of absence pursuant to ~~Section 7.5(a)~~ of this ~~clause article~~ shall receive their basic rate of pay while on leave and the Union shall reimburse the BCGEU for the appropriate salary costs incurred.
- (c) The BCGEU agrees that leaves of absence pursuant to ~~Section 7.5(a)~~ of this ~~clause article~~ shall not be unreasonably withheld.
- (d) The notice requirement in ~~7.5(a)~~ ~~above~~ may be waived by mutual agreement between the Parties.
- (e) Job stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with Human Resources for other activities not specifically identified above. This shall be considered leave of absence without pay. There is no loss of seniority or vacation where leave is reimbursed by COPE 378.

(f) Job stewards and/or elected Officers of the Union who regularly work for the BCGEU and who are assigned to joint Union-BCGEU committees, will be paid by the BCGEU for all time spent on such committees during regular hours and this shall be considered time worked.

### **2.13 Full Time Officers**

The BCGEU shall also grant, on request, leave of absence without pay, without loss of seniority, with the time involved considered as service with the BCGEU:

- (1) For employees selected for a full time position with the Union.
- (2) For an employee elected to the position of President or Secretary-Treasurer of the COPE 378.
- (3) For an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (4) Such leave, once approved, shall not be interrupted by the BCGEU during the approved period of leave.
- (5) On conclusion of such leave of absence, an employee shall be placed in their former position or a position of equal rank and basic pay.

### **2.14 Conservation of Paper**

The Union and the Employer agree to minimize the use of paper by relying on the use of email whenever practical.

## **ARTICLE 3 – UNION SECURITY**

### **3.1 Union Membership**

- (a) The BCGEU agrees that all employees shall maintain membership in the Canadian Office and Professional Employees Union 378 as a condition of employment.
- (b) An employee shall be required to become a member of the Union within 15 days of becoming an employee and shall maintain such membership as a condition of continued employment.

### **3.2 Union Dues**

- (a) The BCGEU agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the 15th of the following month, together with a list of all employees from whom such deductions were made. A copy of this list shall be forwarded to COPE 378 the steward.
- (b) Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the BCGEU agrees to terminate employment of said employee after seven days from the date of notice.

### **3.3 BCGEU and Union to Acquaint New Employees**

- (a) The BCGEU agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the collective agreement ~~Article dealing with Union Security~~. The BCGEU will provide Membership Application and Union Dues Deduction Authorization forms to new employees for their completion and signing at the time of employee orientation. The BCGEU will forward the documents to the Union as soon as possible.

(b) A new employee shall be advised of the name and location of the steward. Where operational requirements permit, the BCGEU agrees to introduce the new employee to the steward, who shall be given 15 minutes with the new employee to provide them with a Collective Agreement and a brief orientation to the Union.

**3.4 Contracting Out**

The BCGEU agrees not to contract out work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

*Note: 3.4 is current language moved from clause 2.2*

**3.5 Exclusions**

The BCGEU will not exclude any other bargaining unit positions during the term of this Agreement.

*Note: current language is moved from clause 25.11*

February 24, 2011

Ms. Bonnie Merriman  
COPE 378  
2<sup>nd</sup> floor – 4595 Canada Way  
Burnaby, BC V5G 1J9

Dear Ms. Merriman

Re: Clause 3.5 – Exclusions

This will confirm our discussion regarding the above noted clause, i.e. we have agreed to maintain current language on the understanding that COPE positions in the Human Resource Department are excluded from the bargaining unit, as per the definition of employee in the Labour Relations Code.

Sincerely  
David Vipond, Director

**3.6 Employee Information**

The BCGEU will provide copies of all Human Resources Action Notices to COPE 378.

~~**ARTICLE 4 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**~~

~~Except as otherwise specifically provided in this Agreement, all rights and function of management including, without limiting the generality of the foregoing, the management and direction of employees remain solely and exclusively with the BCGEU.~~

*Note: Language moved to clause 1.7 – Preamble*

**ARTICLE 6 – TEMPORARY EMPLOYEES****6.1 Letter of Appointment**

A temporary employee shall receive a letter of appointment clearly stating the employment status, hours of work, rate of pay and expected duration of employment. A copy of the letter of appointment shall be forwarded to the COPE 378 Union Office steward.

**6.3 Temporary Seniority**

Temporary employees' seniority shall mean the total length of accumulated service with the BCGEU as a temporary employee from [the date of ratification] forward. Upon appointment to a regular position, and upon successful completion of the probationary period, the employee shall be credited with their temporary seniority for the purpose of service seniority.

**~~6.3 Conversion~~**

~~(a) — An employee converted to regular status who does not hold a regular position shall be required to apply on job postings of a regular nature within the same or higher classification as their current temporary assignment. Should such an employee fail to apply, they shall be deemed to have applied.~~

~~In the event that the employee is unsuccessful, all seniority and rights pursuant to Article 18 are retained.~~

~~(b) — Employees converted to regular, shall be available for daily or weekly recall. Unavailability or a decline of work offered to an employee shall result in a decline being recorded on an employee's record. Three declines shall result in the termination of the employment relationship.~~

~~(c) — Where the employee is unavailable due to an absence resulting from an approved leave under this Agreement, the employee shall not incur a decline pursuant to (ii) above.~~

**6.4 Loss of Seniority**

A temporary employee will lose seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than six months;
- (d) they are unavailable or decline two offers of re-employment in which the nature of the work is reasonably similar to that which they carried out prior to layoff, except in the following circumstances:
  - (i) absence on a WCB claim, when such claim is made while employed by the BCGEU;
  - (ii) maternity or adoption leave;
  - (iii) bereavement; such leave shall not exceed five days;
  - (iv) illness; proof of illness may be required if the absence is greater than three days;
  - (v) illness of, or inability to obtain child care for a dependent child, where there is no one other than the employee at home who can care for the child. Proof of illness or inability to obtain

childcare may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;

- (vi) jury duty;
- (vii) medical, dental appointments;
- (viii) approved leave under Article 6.9(b).

~~(e) they become a regular employee.~~

### 6.5 Layoff and Recall

(a) Layoff of temporary employees shall be by classification in reverse order of seniority pursuant to the layoff and recall units outlined in **Article 20 Appendix "C"**.

(b) Recall shall be in order of seniority, provided the temporary employee is qualified to carry out the work which is available. Recall shall be pursuant to the layoff and recall units outlined in **Article 20 Appendix "C"**.

### 6.7 Health and Welfare Benefits

(a) Compensation to temporary employees in lieu of health and welfare benefits shall be increased by 1¢ per hour per year, to 62¢ per hour effective April 1, 2007; 63¢ per hour effective April 1, 2008, and 64¢ per hour effective April 1, 2009 to 65¢ per hour effective January 1, 2011.

(b) Temporary employees who are paid 1750 hours at straight time rates in a 15 month period shall be eligible for medical, dental, extended health and group life benefits under the Collective Agreement. To maintain coverage a temporary employee must maintain seniority and be paid 1160 hours at straight time rates in a 12 month period except when on approved leave of absence as provided under **Article 11.1 Maternity, Adoption and Parental Leave**. Coverage shall be provided commencing with the first full calendar month of the appointment and ending with the last partial month.

(c) Temporary employees on Maternity, Adoption, or Parental Leave, as provided by the Employment Standards Act, may maintain benefit coverage by payment of premiums for the benefits being maintained.

### 6.10 Applying for Positions

Temporary employees, provided they are qualified for the position, shall have the right to apply for any positions, as outlined in Article 19.2(a), and shall be given preference over outside candidates, subject to all the conditions of this Agreement. Temporary employees shall be entitled to access the Union Observer for posted positions upon request as provided for in clause 19.6.

### 6.11 Leave and Jury Duty

Temporary employees are entitled to pregnancy leave, parental leave, family responsibility leave, compassionate care leave and jury duty as provided by the *Employment Standards Act*.

### 6.12 Bereavement

Temporary employees are entitled to bereavement leave as provided by clause 11.2.

## ARTICLE 7 – UNION REPRESENTATION

### ~~7.1 — Union Representatives~~

~~(a) — The BCGEU shall recognize the representative(s) selected by the Union for purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive representative(s) of all employees within the bargaining unit as defined in Section 2.1 of this Agreement.~~

~~(b) — The representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union shall obtain authorization from the BCGEU as to appropriate time for such contact before meeting the employees.~~

*Note: language moved to clause 2.2*

### ~~7.2 — Recognition of Rights of Stewards~~

~~The BCGEU shall recognize the steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such steward(s) for carrying out the duties proper to that position.~~

*Note: language moved to clause 2.9*

### ~~7.3 — Duties of Steward~~

~~The Steward may, within reason, investigate and process grievancees or confer with the representative(s) of the Union during regular working hours, without loss of pay. The steward shall obtain permission from the Human Resources Administrator (or designate) before leaving their work to perform such duties and shall notify the Human Resources Administrator (or designate) upon resuming their normal duties. The BCGEU agrees that permission for such leave shall not be unreasonably withheld.~~

*Note: language moved to 2.10*

### ~~7.4 — Negotiations~~

~~(a) — Up to a maximum of three Union members shall be entitled to leave of absence for the purpose of conducting negotiations with the BCGEU. Such leave shall be without loss of pay.~~

~~(b) — Notwithstanding the provisions of Section 7.4(a) and the understanding that negotiations shall be scheduled by mutual agreement, the Parties hereto recognize the staffing requirements of the BCGEU and hereby agree that it is not intended for all negotiations to take place during normal office hours.~~

*Note: language moved to 2.11*

### ~~7.5 — Time Off for Union Business~~

~~(a) — Where operational requirements permit, the BCGEU agrees to grant leave of absence without pay and without loss of seniority upon seven days written notice:~~

~~(i) — to an elected or appointed delegate of the Union to attend conventions of the Union and bodies to which the Union is affiliated;~~

- ~~(ii) — to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;~~
- ~~(iii) — to the employees elected or appointed pursuant to Section 7.4(a) of this article to attend meetings of the bargaining committee;~~
- ~~(iv) — to employees enrolled in training courses sponsored by COPE.~~
- ~~(b) — Employees granted leave of absence pursuant to Section 7.5(a) of this article shall receive their basic rate of pay while on leave and the Union shall reimburse the BCGEU for the appropriate salary costs incurred.~~
- ~~(c) — The BCGEU agrees that leaves of absence pursuant to Section 7.5(a) of this article shall not be unreasonably withheld.~~
- ~~(d) — The notice requirement in 7.5(a) may be waived by mutual agreement between the Parties.~~

*Note: language moved to clause 2.12*

## **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

### **8.2 Work Schedules**

- (a)
  - (i) The work week for regular full time employees shall be 32 hours, consisting of 4 days, between Monday to Friday inclusive with Monday, Wednesday or Friday as the day off.
  - (ii) The day off may be any day of the week for employees hired as regulars after **January 26, 2005** ~~the date of ratification of this Agreement~~ or where mutually agreed with the employee.
- (b) Employees hired prior to October 19, 1979, will be given either a Monday or Friday as their regular day off.
- (c) Two weeks notice shall be given if the BCGEU or an employee wishes to change an employee's regular day off. The BCGEU reserves the right to deny any employee's request for a change of day off based on operational requirements. This two weeks notice may be waived by mutual agreement.
- (d) Flextime is an hours of work arrangement which may be used for offsite bargaining. Employees on approved flextime can choose their starting and finishing times each day as well as their day off each week in order to get the work done. Overtime applies after eight hours worked in a day or on a day of rest.

### **8.6 Overtime Meal**

All employees requested to work in excess of two hours overtime immediately before or after the regular work day shall be allowed a one-half hour paid meal period at the regular prorated hourly rate of pay. If a meal is not provided, a meal allowance will be given if such overtime is in excess of 2 hours. The meal allowance ~~is~~ will be in accordance with the BCGEU Financial Policy however shall not be lower than ~~Breakfast - \$13.00, Lunch - \$15.00, and Dinner - \$28.50~~ **\$14.00**. ~~Effective April 1, 2007 the meal allowance is \$14.50. Effective April 1, 2008 the meal allowance is \$14.75, and effective April 1, 2009 the meal allowance is \$15.00.~~

The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

**ARTICLE 10 – ANNUAL VACATIONS****10.1 Annual Vacation Entitlement**(a) *One to Four Years*

(i) During the first 12 months service a regular employee shall earn 96 working hours paid vacation.

(ii) Upon completion of six months service an employee shall be entitled to take all earned paid vacation entitlement or any portion thereof. Such vacation shall be deducted from the total earned entitlement for that year.

(iii) Payment for vacation in (i) and/or (ii) above shall be the employee's basic pay at the time vacation is taken or six percent of gross earnings for the period in which vacation was earned, whichever is greater.

(b) *Five Years*

Each regular employee who completes five years service shall earn 128 working hours paid vacation.

(c) *Excess of Five Years*

For each completed year of service in excess of five years, each regular employee shall receive eight working hours additional paid vacation to a maximum of 192 hours.

(d) *Year of Retirement*

Regular employees shall be entitled to full vacation entitlement in the year they retire.

(e) *Payment for Vacation Entitlement*

Payment for vacation entitlements outlined in Sections 10.1(b) and 10.1(c) shall be:

(i) 128 and 136 hours – eight percent of gross earnings for the period in which vacation was earned or basic pay whichever is greater.

(ii) 144 and 168 hours inclusive – ten percent of gross earnings for the period in which vacation was earned or basic pay, whichever is greater.

(iii) 176 hours and over – twelve percent of gross earnings for the period in which vacation was earned or basic pay, whichever is greater.

Effective January 1, 1995 it is understood that gross earnings does not include overtime payments, vacation bonus or payments made in the previous calendar year under this Article.

July 28, 2010

Ms. Bonnie Merriman  
Union Representative  
COPE 378  
2<sup>nd</sup> floor – 4595 Canada Way  
Burnaby, BC V5G 1J9

Dear Ms. Merriman

Re: Article 10.2 – Vacation Bonus

This is to provide notice that the BCGEU intends to rely on the language of article 10.2(a) – Vacation Bonus, i.e. we will no longer use sick leave to determine the salary base for the calculation of this bonus. It is a wage indemnity which is paid at 75% of basic pay. The first 48 hours of sick leave, paid at basic pay, will continue to be used to calculate this bonus.

Sincerely  
David Vipond, Director

### 10.3 Proration of Vacation Entitlement

Effective January 1, 2003, vacation entitlement shall not accrue for periods of unpaid leave of absence in excess of 160 hours 20 workdays at any one time or for periods of sick leave in excess of 320 hours 40 workdays at any one time, unless otherwise stated in this collective agreement.

### 10.6 ~~Payroll Advance~~

~~Upon 15 days written notice, a regular employee shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of any regular pay cheque issued during the vacation period.~~

### *Consequential renumbering*

## ARTICLE 11 – LEAVE OF ABSENCE

### 11.1 Maternity, Adoption and Parental Leave

An employee shall qualify for maternity, adoption and parental leave upon completion of the initial probation period.

(a) *Maternity and Adoption Leave*

- (i) An employee is entitled to leave of up to 17 weeks without pay.
- (ii) An employee shall notify the BCGEU in writing of the expected date of the termination of her pregnancy.
- (iii) The period of leave shall commence 6 14 weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

(b) *Maternity and Adoption Leave Allowance*

(i) In order to receive the leave allowance, the employee must provide to the BCGEU, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for leave allowance. An employee who qualifies for leave pursuant to Article 11.1(a), shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SUB) Plan.

(ii) Pursuant to the Supplemental Employment Benefit (SUB) Plan, the maternity leave allowance will consist of:

(1) two weeks at 85% of the employee's basic pay;

(2) 15 additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% percent of the employee's basic pay.

(c) *Parental Leave*

(i) Upon written request, an employee shall be entitled to parental leave of up to ~~37~~ 35 consecutive weeks without pay.

(ii) Where both parents are employees of the BCGEU, ~~they the employees shall determine the apportionment of the~~ each qualify for up to ~~37~~ 35 weeks of parental leave ~~between them~~.

(iii) Such written request pursuant to 11.1(c)(i) above must be made at least four weeks prior to the proposed leave commencement date.

(iv) Leave taken under this clause shall commence:

(1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 11.1(a);

(2) in the case of the other parent, following the birth or adoption of the child and ~~begin~~ ~~conclude~~ within the 52 week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.

(d) *Parental Leave Allowance*

(i) In order to receive the Parental Leave allowance, the employee must provide to the BCGEU proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance. An employee who qualifies for parental leave pursuant to Article 11.1(c), shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SUB) Plan.

(ii) Pursuant to the Supplemental Employment Benefit (SUB) Plan and subject to leave apportionment pursuant to Article 11.1(c)(ii), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. ~~Where both parents are employees of the BCGEU, the employees shall determine the apportionment of the 35 weeks of parental leave allowance between them.~~

- (e) An employee who returns to work after the expiration of leave pursuant to this Article, shall retain the seniority they had accrued immediately prior to commencing leave and shall be credited with seniority for the period of time covered by the leave.
- (f) If an employee maintains coverage for medical, extended health, dental and/or group life (employer paid amount only), the BCGEU agrees to continue paying the full cost of these premiums.
- (g) On return from leave, an employee shall be placed in their former position. Should the former position no longer exist, an employee shall be placed in a position of equal rank and basic pay.
- (h) Maternity leave for employees on their initial probation period shall be in accordance with the *Employment Standards Act*.
- (i) If an employee does not return to work on the pre-arranged date or upon the expiration of any leave granted pursuant to this Article and remain in the employ of the BCGEU for a period equivalent to the leave, the BCGEU may recover monies paid under this Article.

### 11.2 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at the basic pay rate from the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five working days.

Where the disposal of remains occurs outside the province, an employee shall be entitled to an additional two days special leave to attend the funeral.

- (b) Immediate family is defined as an employee's parent, step-parent or foster parent, spouse, common-law spouse, fiancé, child, step-child or foster child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

### 11.3 Special Leave

Any regular employee not on leave of absence without pay shall be entitled to special leave at their basic pay rate for the following:

- (a) Attending wedding of the employee's child -- one day
- (b) Birth or adoption of the employee's child -- one day
- (c) Attending to:
  - (i) serious household emergency;
  - (ii) serious domestic emergency;
  - (iii) serious personal emergency, which includes immediate family -- up to one day per occurrence
- (d) Attend their formal hearing to become a Canadian citizen -- one day

- (e) Attend funeral as pall-bearer or mourner – one-half day per occurrence
- (f) Moving household goods and effects -- one day per occurrence. This leave provision can only be exercised twice in one year.
- (g) Marriage of employee -- three days
- (h) In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor – one day per calendar year – this may be used in one-half shift increments.
- (i) Court appearance for hearing of employee's child – one day.
- (j) Child custody hearing – one day per calendar year.

Two weeks notice is required for leave under subsections (a), (d), (f) and (g).

For the purpose of determining eligibility for special leave under (f), an employee will qualify if they are changing their place of residence and such day is their regular working day.

#### **11.4 Family Illness Leave**

- (a) In the case of illness of an immediate member of the family of an employee where there is no one other than the employee at home who can provide for the needs of the ill person, the employee shall be entitled, after notifying the BCGEU, to use up to four days for any one illness, substantiated by a doctor's certificate if required by the BCGEU.
- (b) Family illness leave may be utilized to take dependents to medical and dental appointments ~~that cannot be scheduled on the employee's regularly scheduled day off.~~
- (c) Family illness leave shall apply to non-custodial children in the care of the employee.

#### **11.5 Maximum Entitlement**

Leave granted under Sections 11.3 and 11.4 shall not exceed ~~9 working days~~ 72 hours per calendar year, prorated for the first and last partial years.

### **ARTICLE 12 – WAGE INDEMNITY & LONG TERM DISABILITY**

#### **12.7 Long Term Disability Plan**

- (a) Regular ~~full-time~~ employees shall be entitled to coverage under a Long Term Disability Plan provided and paid for by the BCGEU. ~~The Long Term Disability Plan shall provide 70% of basic salary to a maximum of \$6,500 per month. Regular part-time employees will be covered by BC Life Long Term Disability Plan when such coverage becomes available to them.~~
- (b) Before becoming eligible for long term disability plan benefits, employees must use all sick leave accumulated under the old sick leave plan.
- (c)
  - (i) Employees on long term disability will continue to be covered by group life, extended health, dental and medical plans.
  - (ii) Employees going on long term disability who, prior to commencing on the short term plan, had opted into the Public Service Pension Plan will continue to be considered an employee for the purpose of pension.

(iii) Employees will not be covered by any other portion of the agreement but will retain seniority rights should they return to active employment in accordance with Article 12.8.

(d) In the event the carrier of the Long Term Disability Plan requests from the employee a medical report or certificate, the cost of producing the medical report or certificate shall be borne by the BCGEU.

## 12.8 Employee Status

(a) A Long Term Disability recipient will retain employee status with the BCGEU during the first two years of long term disability.

(b) A LTD recipient who, at the end of the second year of long term disability, is certified by a physician as able to work, shall have the right to return to a position of equal rank and basic pay.

(c) A LTD recipient not able to return to any full-time work at the end of two years of long term disability benefits may ~~will~~ cease to be an employee of the BCGEU. Each case will be evaluated on its merits. However, health and welfare benefits will continue for the duration of the LTD claim.

## ARTICLE 13 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

### 13.1 Purpose

The purpose of the Employee and Family Assistance Program is to recognize that a wide range of problems can adversely affect an employee's performance and that the BCGEU has a responsibility to offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.

### ~~13.3 Joint Committee~~

~~The Joint Union/BCGEU Committee for employee assistance shall be responsible for the administration and dispute resolution of this program. The committee shall be comprised of an equal number of Union and BCGEU representatives and shall meet at the request of either Party. The agent chosen as the referral agent shall be mutually agreed to between the Parties. Reports shall be sent to the committee from the referral agent. The committee may meet and review existing practices and make recommendations to amend the services being provided by the referral agent if necessary. Any disputes arising from the Employee Assistance Program will be dealt with by this committee exclusively.~~

### *Consequential renumbering*

### 13.4 Benefits

(a) An employee will be considered absent due to illness and will receive the benefits for which they are eligible pursuant to the Collective Agreement when:

- (i) they require time off from work for medical counselling or treatment appointments recommended by the referral agent ~~and subsequently approved by the BCGEU,~~ or
- (ii) they are unable to work but are following a prescribed program of treatment, or
- (iii) they are accepted into the program through a voluntary, Union, fellow employee or family referral.

(b) An employee will continue to be eligible for benefits under (a) above so long as they are cooperating fully in following the prescribed course of treatment.

(c) The BCGEU will be responsible for costs and expenses not normally covered by the medical and benefit plans which are associated with their treatment program such as actual costs of residential treatment for chemical dependency.

### 13.5 Job Performance

~~(a) When an employee's job performance demonstrates the existence of a problem, the employee's supervisor in consultation with the appropriate Coordinator/Director, shall discuss the employee's performance in detail with the employee privately and/or in conjunction with a Union representative.~~

~~(b) If the employee's job performance continues to deteriorate, the employee's Coordinator/Director, shall discuss the employee's job performance in detail with the employee in conjunction with the Union representative.~~

~~(c) If job performance continues to deteriorate and the employee cannot or will not improve their job performance, an appointment will be arranged immediately by the Coordinator/Director, with the referral agent. Copies of all records and documents pertaining to an employee's unsatisfactory job performance, and an employee assistance referral form signed by the employee, and Coordinator/Director, will be forwarded to the referral agent.~~

~~(d) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should their problems continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.~~

*Note: Agreed to move existing language to clause 21.7*

## ARTICLE 14 – HEALTH AND WELFARE BENEFITS

### 14.2 Dental Plan

A mutually agreeable dental plan shall be made available to regular employees and dependents, as presently defined in the Plan, desiring same. The premium costs shall be fully paid by the BCGEU. The plan shall provide the following benefits:

Plan A: 100 percent coverage

Plan B: 80 75 percent coverage

Plan C: 80 75 percent coverage with a \$5,500 5,000 lifetime maximum per patient

Plan D: 50 percent to a maximum of \$1,500 1,000 lifetime

COPE has agreed to allow the BCGEU to self insure.

### 14.3 Extended Health Care Plan

A mutually acceptable Extended Health Care Plan shall be made available to all regular employees at no cost to the employee.

This extended health care plan shall include, but not be limited to, the following:

- *Acupuncture* - \$200 per individual per year to a maximum of \$500 per family per year.

- *Psychologist* - \$500 per year. Registered clinical counsellors are recognized in combination with registered psychologists.
- *Hearing Aids* - \$1,000 700 per ear, every four years for adults; \$1,000 700 per ear, every two years for children.
- *Vision Care* – shall be \$400 300 per 12 months for adults and \$400 300 per 12 months for children with no change in the deductible portion.
- Employees will have the ~~one-time~~ option of applying the vision care benefit of \$400 300 to the cost of laser eye surgery instead of eye glasses or contact lenses. This option can be used twice.
- *Registered Massage Therapy* – to a maximum of \$1,500 per calendar year.
- *Prescription Drugs* – 80% coverage, \$55.00 30.00 deductible per annum. An employee/carrier identification card will be provided to permit point of sale prescription drug reimbursement.
- Coverage for tetanus, rubella, polio, measles, hepatitis "B" and influenza inoculations.
- Coverage for oral contraceptives for reimbursement of prescriptions.
- Coverage for PSA testing as required by physician.
- Maximum \$1,000,000 for active employees and \$25,000 for retired employees.
- Terminal Illness and Advance Payment

An advance payment of up to \$50,000 (effective April 13, 2006) or 50% of the Group Life insurance, whichever is less, is available to eligible employees. ~~This payment is non-taxable.~~

To be eligible for the advance payment, you must be suffering from a terminal illness with a life expectancy of 12 months or less.

The remaining portion of the group life insurance will be paid to your designated beneficiary upon your death.

- *Travel Medical Emergency Insurance*
- See pamphlet for details of other coverage.

#### 14.5 Medical Referral Travel and Accommodation Benefits

The BCGEU will provide the following Medical Referral Travel and Accommodation Benefits for employees:

- (a) *Travel Benefit*
  - (i) Transportation by scheduled air, bus or rail or equivalent self-transportation to and from the nearest locale equipped to provide the treatment required, when ordered by the attending physician or surgeon because, in their opinion, adequate treatment is not available locally. ~~Said~~

- (ii) ~~Said~~ transportation will not normally be provided to points beyond Vancouver, B.C. Reimbursement for transportation to a locale outside of B.C. will be limited to the lesser of:
- (1) the actual amount for such transportation, or
  - (2) the amount which would have been paid if similar transportation were taken to Vancouver, B.C.
- (iii) Transportation of an attendant for the patient being transported under (a) above, when ordered by the attending physician or surgeon.
- (iv) (1) Accommodation and expenses in a commercial facility to a maximum of one hundred dollars (\$100) per day to a maximum of seven days.
- (2) Accommodation expenses at ~~a BC Cancer Agency's treatment centre Vancouver Lodge~~ for the duration of treatment ~~at the Cancer Control Agency of B.C.~~
  - (3) Accommodation expenses at ~~a family care centre Health House, Easter Seal House, Ronald McDonald House~~ to a maximum of \$700 per trip.
  - (4) Accommodation expenses for an adult attendant when required on a referral up to a maximum of seven days at \$100.00 per day.
- (v) Cab/bus fares to and from the airport in the region, between the destination airport and accommodation and/or location of treatment, up to a maximum of \$100 per trip.
- (vi) When referred by the BCGEU or family physician of an employee participating in the Employee and Family Assistance Program, the cost of transportation and expenses as in (i), (ii), (iii) and (iv) in reference to an approved alcohol and drug rehabilitation institute, shall be reimbursed.

## **ARTICLE 15 – PENSIONS**

### **15.2 Retirement Allowance**

Upon retirement, an employee who has completed 20 years of service with the BCGEU and who, under the provisions of the Public Service Pension Plan is entitled to receive a pension allowance on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

~~The BCGEU will extend the dental plan to cover employees during their first month of retirement.~~

The BCGEU will enroll the employee in the BCGEU's retiree dental plan to the end of the month in which they turn age 65.

### 15.3 Retirement Benefits

All employees who retire as per Article 15.1 shall receive premium subsidies for medical ~~and dental~~ benefits while on PSPP benefits until age 65.

In no case will the BCGEU pay the premium for a benefit which is provided through one of the pension plans.

*Note: Employees who currently receive premium subsidies for PSPP dental benefits, will continue to do so until the end of the month in which they turn 65.*

## ARTICLE 16 – WAGES AND ALLOWANCES

### 16.9 Relocation Expenses

(a) Regular employees who are required to move from one geographic location to another at the request of the BCGEU, and who meet the conditions of (b) below, shall be entitled to the following:

- (i) *Initial Trip to the New Location to Seek New Accommodation* - The BCGEU shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the BCGEU and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with the BCGEU Financial Policy.
- (ii) the cost of moving their household effects and chattels up to a maximum of 8,165 kgs.;
- (iii) legal fees to a maximum of \$900;
- (iv) real estate mortgage penalties consisting of mortgage discharge fee to a maximum of \$75 and a mortgage payment penalty if any, and;
- (v) hook up fees for utilities including sewer, water, power and cable to a maximum of \$200.
- (vi) reimbursement for cost of transporting one personal vehicle at the rate in accordance with the BCGEU Financial Policy.

(b) The expenses provided for in (a) above shall be paid if the following conditions are met:

- (i) the employee has successfully completed their ~~trial~~ probation period;
- (ii) the expenses are incurred and submitted to the BCGEU for payment within 12 months of the effective date of relocation, and;
- (iii) the expenses are not reimbursed from another source including Employment Insurance or the BCGEU of another family or household member.

### 16.11 Fitness Allowance

~~The BCGEU and COPE recognize that a healthy lifestyle among staff will enhance both the quality of services delivered by the BCGEU and the quality of work life for the employee.~~

~~To these ends, the BCGEU will reimburse employees for receipted expenses up to \$150 annually for fees to a gym, fitness centre, community centre, sports facility or for fitness/exercise equipment.~~

~~A Joint Committee made up of one member of the BCGEU and one member of the Union shall determine eligible fees.~~

*Consequential renumbering*

*Note: Apply cost savings to wages.*

**16.12 Meal Allowance**

Employees shall be entitled to receive meal allowances in accordance with the BCGEU Financial Policy **however they shall not be lower than Breakfast - \$13.00, Lunch - \$15.00 and Dinner - \$28.50** when working away from their normal workplace.

**16.13 Shift Premiums**

The Parties hereto agree as follows:

Definition of shifts and shift premiums

(a) *Identification of Shifts*

- (i) *day shift* - all hours worked on any shift which starts between 6:00 a.m. and **9:00** ~~8:30~~ a.m. inclusive;
- (ii) *afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 4:00 p.m. inclusive;
- (iii) *night shift* - all hours worked on any shift which starts between 9:00 p.m and 11:00 p.m. inclusive.

(a) *Shift Premiums*

- (i) 55¢ per hour for afternoon shift;
  - (ii) 65¢ cents per hour for night shift.
- (b) Where operational requirements necessitate the BCGEU to implement shifts, consultation will take place prior to such a change with COPE and the steward. Operational requirements would be defined as major contract negotiations or major disputes with an employer. Five working days notice will be given of any change in work schedules.

*Note: Current language moved from APPENDIX "D" – LOU 2 SHIFT PREMIUMS*

**ARTICLE 17 - CLASSIFICATIONS**

**17.1 Job Descriptions**

~~The current job descriptions will be utilized for the purpose of this Article.~~

*Consequential renumbering*

## 17.6 Job Ranking System

*Note: All employees who as a result of the new ranking system fall into a lower wage level, shall be green circled as long as they remain in their current position.*

### CASUAL/TEMPORARY (Level 1)

- *Temporary employees – overload work (e.g. filing, mail stuffing)*

### ADMINISTRATION CLERKS (Level 2)

- *Administration - Mail Centre Clerk: Duties may include processing mail, kit preparation, photocopying, answering phones, provide switchboard relief, operating office and mail centre equipment, typing lists, envelopes, memos and labels, keying in information, stuffing envelopes.*
- ~~*Field Services – Temporary employees: Duties may include typing letters, answering phones, filing.*~~

*Refer to Job Descriptions for further details.*

### ADMINISTRATION SUPPORT (Level 3)

- *Administration*
  - File Registry Clerk
  - Mail Centre Clerk
  - Switchboard/Receptionist
  - Membership Records Clerk
- *Negotiations – Secretary*
- *Finance – Clerk - overload work*
- *Advocacy – Secretary*
- *Field Services – Temporary employees.*
- *Organizing & Field Services*
  - Secretary – Organizing
  - Secretary – Victoria Area Office
  - Receptionist – Victoria Area Office
  - Secretary – Lower Mainland Area Office
  - Receptionist – Lower Mainland Area office
  - Receptionist – Fraser Valley Area Office
- *Research, Campaigns & Communications – Secretary*

Duties may include maintaining files, statistics and records; answering general enquiries; receiving and distributing mail; operating switchboard; typing documents including forms, correspondence, agreements and reports from longhand, draft, dictaphone or shorthand; drafting replies to general correspondence; signing routine correspondence; making appointments and travel arrangements; taking minutes of meetings; maintaining files, logbooks, statistics and records; proofreading and correcting documents; operating office and mail centre equipment including photocopiers; updating and maintaining database information and producing reports; responding to general enquiries and complaints.

*Refer to job descriptions for further details.*

**SENIOR ADMINISTRATION CLERKS****(Level 4)**

- *Secretary – Facilities*
- *Membership Records Clerk*
- *Senior Mail Centre Clerk*

In addition to the standard Administration support departmental duties other additional duties may include updating and maintaining database files; verifying rosters, maintaining security codes and assisting with area office codes; calculating strike pay and maintaining and keeping up to date some accounts in the mailroom.

*Refer to job descriptions for further details.*

**EXECUTIVE, ADMINISTRATION AND FIELD SERVICES SUPPORT****(Level 5)**

- *Executive – Secretary*
- *Finance Accounting Clerk*
- *Administration*
- *Secretary – Coordinator/Human Resources*
- *Secretary – Conventions, Conferences & Travel*
- *Organizing & Field Services*
- *Secretary – Areas 02, 04, 05, 06, 07, 08, 09, 10, 11, 12*

Duties may include compiling reports and statistical data; performing bookkeeping duties; typing documents including forms, correspondence, agreements and reports from longhand, draft, dictaphone or shorthand; replying to general correspondence for own or other signature; responding to general enquiries and complaints; setting up and maintaining records and files for a particular area.

*Refer to job descriptions for further details.*

**SENIOR DEPARTMENTAL CLERK****(Level 6)**

- *Advocacy*
- *Negotiations*
- *Mail Centre*
- *Membership*
- *Field Services, Areas 01, 03 and 04*
- *Victoria*

**SENIOR DEPARTMENTAL CLERK****(Level 7)**

- *Finance*

In addition to duties above, Senior Departmental Clerks' duties may include assigning non-routine work; monitoring and reporting performance problems; reassigning work to resolve conflicting priorities; monitoring training/orientation of new employees; circulating vacation schedules; reporting to supervising CEP representative.

*Note: Effective April 7, 2010*

*Refer to job descriptions for further details.*

## INFORMATION TECHNOLOGY (IT) SUPPORT

(Level 7)

- *Administration – IT Services:*

Duties may include training staff on software programs; providing PC and user support; assisting users with software applications, database and technical support; installing software and hardware.

*Refer to job descriptions for further details.*

**Note:** Existing language moved from Appendix B

## ARTICLE 18 - REGULAR SENIORITY

### 18.1 Seniority Defined

(a) Seniority shall mean length of continuous service as an ~~regular~~ employee with the BCGEU and its predecessors and as a member in good standing of COPE 378 ~~Union member~~ including the seniority as provided in Clause 6.3.

(b) Regular part-time employees will be credited with seniority on a pro rata basis in accordance with time worked.

### 18.2 Loss of Seniority

Regular employees shall lose their seniority only if they:

- Terminate employment with the BCGEU.
- Are discharged for just cause or terminated pursuant to proper application of this agreement.
- Are laid off for a period exceeding the specified recall period of one year.

*Subsequent clauses renumbered.*

### 18.3 Return to Bargaining Unit

(a) An employee who terminates service with the BCGEU and subsequently returns shall be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit, except that a regular employee who resigns their position and within 90 days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their pension benefit contributions.

(b) An employee who accepts a position with the BCGEU which is outside the COPE 378 bargaining unit and who returns to the unit within a ~~6 month period~~ one year shall be placed in their former position or in a position of equal rank and basic pay and shall be credited with their seniority accumulated prior to leaving the bargaining unit. retain previous seniority, provided the COPE 378 minimum dues have been paid. The one year period may be extended by mutual agreement between the Union and the BCGEU.

~~(e) For positions of a temporary nature covered under this section, the six month period may be extended by mutual agreement between the Union and the BCGEU.~~

(c) The BCGEU agrees to notify an employee who accepts a position outside of the COPE bargaining unit that, upon their return to the bargaining unit, their former position may not be available to them.

#### **18.4 Seniority on Recall**

An employee laid off and placed on the recall list under ~~Section 18.8~~ **Article 20.5** will be credited with unbroken seniority upon recall within the recall period.

#### **18.5 Seniority List**

The BCGEU shall maintain a seniority list showing the seniority of each employee in the bargaining unit, including hire date, seniority date and classification. Such list shall be posted on the intranet and a copy sent to ~~the COPE Local 378~~ union office by January 31<sup>st</sup> of each year.

#### **18.7 Bridging of Service**

If a regular employee terminates and is re-employed as a regular employee, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

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

### **ARTICLE 19 – HIRING, PROMOTION AND TRANSFER**

#### **19.2 Vacancies/Transfers**

- (a) Vacancies of a regular nature, positions of a temporary nature with an expected duration of three (3) months or more, **excluding trial periods**, or new positions that are to be filled within the bargaining unit shall be posted in the office within which they occur for a period of five working days except where an employee on leave of absence under Article 11.9 meets the criteria as outlined in 11.9(e). The vacancy notice shall indicate the position classification. Copies of the posting shall be forwarded to the steward, the Union and all other work units outlined in Appendix "C".
- (b) Suitable regular employees applying from within the bargaining unit shall be given preference over outside candidates.
- (c) The BCGEU agrees to advise the **COPE 378 Union Office** ~~steward~~ before beginning a search for new employees outside the bargaining unit.

(d) The BCGEU will not invoke a lateral transfer of an employee between offices as outlined in Appendix C.

(e) Notwithstanding (d) above, employees may either express an interest in a lateral transfer or may apply on a posting which would result in a lateral transfer. Such application(s) will be assessed pursuant to Article 19.5(a). It is clearly understood that the BCGEU retains the discretion to laterally transfer employees within offices without posting.

#### **19.4 Probationary Period**

All new employees shall be considered probationary for the first six months of employment, ~~and shall receive the six month rate upon confirmation.~~ The probationary period must be served in the position on which the applicant was successful, except by mutual agreement. Seniority will be effective from the first day of employment.

#### **19.5 Promotions and Postings**

(a) All job selections for positions which are posted shall be made on the basis of **knowledge, skills ability**, experience and seniority. ~~All factors shall be weighted equally. In the event two or more employees have the same relative ability and experience, seniority shall be the deciding factor.~~

(b) In the event two or more employees have the same relative **knowledge, skills, ability** and experience, seniority shall be the deciding factor.

(c) Upon promotion, an employee shall be paid the rate of the higher classification which recognizes the employee's maximum length of service with the BCGEU.

(d) On written request, the BCGEU shall give an unsuccessful applicant, in writing, full reasons why the employee was not successful, no later than fourteen days after the request was made.

#### **(e) Trial Period**

An employee promoted to a higher classification or transferred to another position within the bargaining unit shall be working on a trial period for three months. Conditional on satisfactory service, the promotion shall become permanent upon completion of the trial period. Should the employee prove unsatisfactory in the position during the trial period, or be unable to perform the duties of the new classification, the employee shall be returned to their former position without loss of seniority and shall be paid their former salary plus any increments to which they may have become entitled had they not been promoted. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position and the foregoing seniority and salary policy shall apply.

#### **19.7 Substitution Procedure**

Temporary vacancies of up to three months duration ~~or trial period vacancies~~ may be filled by a lateral transfer or by substitution in the vacancy by employees classified at a lower level.

In such cases, the senior qualified employee in the Coordinator's department, within the next lower classification shall receive the first opportunity. If declined, the next senior qualified employee in the classification and department shall have the opportunity. If declined by all senior qualified employees in the classification and department, the opportunity will be given to the next most senior qualified employee within the next lower classification and so on.

Where no one qualified in the department is interested in the substitution opportunity, the same procedure will be followed amongst employees in other departments in the same geographic location.

In the Executive area, substitution opportunities will be given to employees within the respective Director's departments.

Victoria is considered to be one department for the purposes of substitution.

*Note: Existing language moved from Appendix I*

## **ARTICLE 20 - LAYOFF AND RECALL**

### **20.1 Pre-Layoff Canvass**

In the event that it is necessary to issue a layoff notice, COPE 378 shall be notified at the same time as layoff notice is provided to staff affected. The purpose of this notice is to provide the BCGEU and COPE 378 with an opportunity to canvass the bargaining unit and determine if there are members who wish to resign with severance as provided in Article 20.4(b).

### **20.2 Layoff Options**

If reduction of office staff is necessary, the BCGEU shall meet with the COPE Local 378 ~~Union Representative Business Agent~~ and the following procedure shall be adopted:

(a) The employee with the least amount of seniority in any classification will be the first laid off from the job, but they may displace an employee in the same or lower labour grade with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classifications, providing such employees have the necessary qualifications and seniority.

(b) Notwithstanding the above provisions, temporary employees shall be laid off prior to regular employees.

(c) Layoff shall occur by layoff and recall units as outlined in ~~clause 20.10 Appendix "C"~~ **clause 20.10**.

(d) Employees given notice of layoff shall have the following options:

- (i) Elect to exercise layoff options as in 20.2(a) above; or
- (ii) Elect severance pay as per 20.4 below
- (iii) Elect to be placed on the recall list.

(e) In the event of an area office closure, employees displaced by such closure shall have the following options:

- (i) bump a more junior person in the same or lower classification from the BCGEU Burnaby Headquarters as outlined in ~~clause 20.10 Appendix "C"~~ **clause 20.10**, provided they have the qualifications to satisfactorily perform the job within a reasonable period of time; or
- (ii) elect severance pay in accordance with Article 20.4.

**20.5 Recall List**

- (a) Any regular employee with six months or more service, who is laid off due to lack of work or redundancy, shall be placed on the recall list for a period of one year.
- (b) Recall shall be pursuant to the recall and layoff units as outlined in **clause 20.10 Appendix "C"**.

**20.10 Layoff and Recall Units**

- (1) BCGEU Headquarters (includes Lower Mainland Area Office)
- (2) Victoria **Area Office Headquarters** (includes Victoria **Headquarters Area Office**)
- (3) North Island Area Office
- (4) Fraser Valley Area Office (**includes Fraser Valley Headquarters**)
- (5) Kamloops Area Office
- (6) Okanagan Area Office
- (7) East Kootenay Area Office
- (8) West Kootenay Area Office
- (9) Cariboo Area Office
- (10) Peace River Area Office
- (11) Prince George Area Office
- (12) Northwest Area Office

*Note: 20.10 moved from Appendix C*

**ARTICLE 21 - DISCHARGE AND TERMINATION****21.1 Discipline**

- (a) No employee shall be disciplined without just cause. The BCGEU will provide the employee with written reasons for the disciplinary action being taken at the time the discipline is imposed, **and a copy shall be forwarded to the Union Representative**. For the purposes of this article, discipline shall include, but not be limited to, reprimand, demotion, suspension or discharge.
- (b) (i) Should an employee be suspended or dismissed, the matter shall be arbitrated within 48 hours of the implementation of the suspension or dismissal. In such cases, the **matter mater** in dispute will bypass the normal grievance procedure and proceed directly to arbitration.
- (ii) The employee suspended or dismissed shall remain on pay and at work until the arbitrator has determined whether or not the suspension or dismissal is with just cause.
- (iii) Should the arbitrator rule the suspension or dismissal is without cause, the remedy imposed shall be final and binding.
- (iv) The arbitrator shall issue their award within 48 hours of the conclusion of the hearing.

- (v) Should the arbitrator fail to issue the award within 96 hours of the dismissal or suspension being issued, the BCGEU may implement the suspension or dismissal on an interim basis until the award is issued by the arbitrator.
- (c) (i) Notwithstanding (b)(ii) above, the BCGEU may remove the employee from active duty pending resolution of the suspension or dismissal if the continued presence of the employee at work jeopardizes the ability of the BCGEU to provide appropriate service to its members or if the employee's continued presence presents the risk of vexatious behaviour or disruption to BCGEU operations.
- (ii) In the instances outlined in (c)(i) above, the employee shall continue to receive their regular pay and benefits, unless the circumstances in (b)(v) above apply.
- (d) The Parties shall use an arbitrator from the agreed list in Appendix "H" of this Agreement and the arbitrators on the list shall be ones who accept the provisions and time limits prescribed in (b) above.

**(e) Burden of Proof**

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

**21.2 Payments Upon Termination**

An employee whose employment is terminated by the BCGEU as set forth in **clause 21.1** ~~Section 19.1~~ shall be paid all vacation credits and salary due upon such termination of employment.

**~~13.5~~21.7 Job Performance**

(a) When an employee's job performance demonstrates the existence of a problem, the employee's supervisor in consultation with the appropriate Coordinator/Director, shall discuss the employee's performance in detail with the employee privately and/or in conjunction with a Union representative.

(b) If the employee's job performance continues to deteriorate, the employee's Coordinator/Director, shall discuss the employee's job performance in detail with the employee in conjunction with the Union representative.

~~(c) If job performance continues to deteriorate and the employee cannot or will not improve their job performance, an appointment will be arranged immediately by the Coordinator/Director, with the referral agent. Copies of all records and documents pertaining to an employee's unsatisfactory job performance, and an employee assistance referral form signed by the employee, and Coordinator/Director, will be forwarded to the referral agent.~~

(c) The Employer will provide a written notice to the employee, with a copy to the Union office, outlining the inadequacies.

(d) The supervisor and the employee will work together in an endeavour to raise the employee's performance to an acceptable level of competency and the employee will be apprised of their progress.

**21.8 Personnel File**

(a) An employee shall be entitled to review the contents of their personnel file in the office in which the file is normally kept. Where it is not possible, the office steward may examine the record on behalf of an employee provided they have written authorization from the employee to do so.

(b) The BCGEU agrees to inform an employee of any documents placed on their file which may be the basis of disciplinary action. In the event an employee disputes any such entry in their file, the grievance procedure shall apply. Upon the employee's request, any disciplinary documentation shall be removed from the employee's personnel file after 18 months from the date of issue provided there has not been a further infraction of a similar nature.

*Note: current language moved from clause 25.4*

**21.9 Workload**

The Employer agrees to make every reasonable effort to ensure that the workload is fairly distributed amongst employees within the same job classification, department and headquarters.

Where COPE 378 has reason to believe that workload is not fairly distributed, as described above, the matter will be referred to the Senior Departmental Clerk, Coordinator or designate for resolution before a grievance is initiated.

**ARTICLE 22 - TECHNOLOGICAL OR PROCEDURAL CHANGES**

**22.5 No Reduction ~~Technological Change~~**

The BCGEU agrees that it will not reduce the bargaining unit work force due to the introduction of new technology.

*Note - Current language moved from APPENDIX "E" – LOU 3 TECHNOLOGICAL CHANGE*

**ARTICLE 23 – MISUSE OF MANAGERIAL/SUPERVISORY AUTHORITY AND HARASSMENT**

**23.1 Employee Rights**

~~(a)~~COPE and the BCGEU recognize the right of employees and members to work in an environment free from misuse of managerial/supervisory authority or harassment and the BCGEU undertakes to discipline any employee or full-time officer engaging in this type of conduct.

**23.2 Definitions**

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

(ii) Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the BCGEU's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard, is minimal.

~~(iii)~~(b) Sexual harassment shall include, but not be limited to:

~~(+)~~ (i) sexual solicitation, **comments** or advances made by a person who knows or ought to know it is unwelcome; or

~~(2)~~ (ii) a reprisal or threat of reprisal by someone exercising authority after a sexual solicitation, comment or advance is rejected.

(c) Personal harassment shall include but not be limited to any behaviour at or related to the workplace which creates an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating environment.

(d) It is acknowledged that sexual harassment and personal harassment can occur between any employees, whether or not there is a supervisory relationship.

### 23.3 Confidentiality

(e) Allegations of misuse of authority or harassment may involve sensitive disclosures. Strict confidentiality is required so as to ensure that those who may have been harassed feel free to come forward, and to also ensure that the reputations and rights of both the complainant and the respondent may be protected.

### 23.4 Informal Procedure

~~(d)~~ Before proceeding to the formal complaint mechanism, an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union COPE 378 steward or ~~Step 2 designate~~ Human Resources designate to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

### 23.5 Formal Procedure

~~(e)~~(a) A formal written complaint, where initiated, must be filed, within 60 days of the alleged occurrence to the COPE 378 Union Representative or designate. Within five workdays of receipt of the complaint, they shall notify the BCGEU President or designate in writing that a complaint has been received and provide the names of the complainant and the respondent(s).

~~(f)~~(b) The complainant shall have the right to seek remedial action pending the disposition of the complaint and the respondent shall have the right to receive a copy of the allegations and to be given a full opportunity to respond to them. Where the complainant seeks to discontinue contact with the ~~alleged harasser~~ respondent and the latter is a member of COPE 378, the BCGEU shall fully discuss the matter with COPE 378 to reach an agreement on accommodation of the request which may include a reassignment within the same geographic area, an alteration to the reporting structure or other suitable option agreed to by the Parties to this Agreement. The complainant shall not be reassigned or transferred against their will.

~~(g)~~(c) Both the complainant and the respondent (if a member of COPE 378) shall be advised of the purpose of all meetings convened during the course of the investigation.

~~(h)~~(d) The BCGEU shall conclude its investigation of the complaint within ten working days of receiving it. An extension for the investigation period may be requested of, and may be granted by, COPE 378. The extension, if granted, shall not, in any event, be longer than 21 days from the date of receipt of the written complaint.

~~(i)~~(e) The BCGEU's designate shall complete a written report within five working days of the completion of the investigation. The complainant, the respondent, and COPE 378 shall be apprised of the recommendation(s) and/or action(s) to be taken.

### 23.6 Referral to Grievance Procedure

(j)(a) Where the complainant or the respondent is not satisfied with the final disposition of the matter, the dissatisfied Party may initiate a grievance commencing at Step 2 of the grievance procedure within five working days of receipt of the BCGEU's report.

(k)(b) Where such a grievance has been initiated, the BCGEU agrees to fully disclose to COPE 378 or designate, all relevant information gathered during the course of its investigation. COPE 378 shall provide to the BCGEU, the facts upon which it relies in advancing the matter.

(l)(c) If the matter is not resolved during the grievance procedure, COPE 378 may file the grievance at expedited mediation/arbitration. The Parties will agree to appoint a single mediator/arbitrator within five days of the complaint being filed at mediation/arbitration. The agreed mediators/arbitrators are Judi Korbin ~~Hanna Jensen~~ and Rod Germaine. The mediator/arbitrator will hear and conclude the matter in an expeditious manner.

(m)(d) The foregoing provisions do not preclude an employee from filing a complaint pursuant to Section 8 of the *B.C. Human Rights Act Code*, however an employee is not entitled to duplication of process.

### 23.7 Personal Duties (moved from Article 25)

An employee will not be required to perform duties of a personal nature for the BCGEU or its representatives.

## ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY

### 24.1 Statutory Compliance

(a) The Union and the BCGEU agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

(b) The BCGEU agrees to provide reasonable facilities with such comforts as are deemed necessary for congenial working conditions in accordance with the *Workers' Compensation Board (WCB) Act*. The BCGEU further agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.

(c) The BCGEU agrees to abide by the Workers' Compensation Board Regulations regarding workplace safety and ergonomics.

*Note - (b) and (c) is current language moved from clause 25.2 – GENERAL, Workers' Compensation Act*

### 24.2 Joint Occupational Health and Safety Committee

The parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. To this end, a Joint Occupational Health and Safety Committee will be established as required by WCB Regulations and will operate as outlined below.

(a) The Committee shall consist of an equal number of worker representatives (including COPE 378 CEP 467 members) and BCGEU representatives.

(b) The Committee will function in accordance with the *Workers' Compensation Act* and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committee shall be recorded on a mutually agreed to form and shall be sent to the COPE 378 Union office and the BCGEU.

**24.5 Occupational Industrial First Aid Requirements and Courses**

(a) COPE 378 and the BCGEU agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. Sufficient copies of the WCB Industrial Health and Safety regulations as well as the First aid regulations made pursuant to the *Workers Compensation Act* shall be maintained at each work location.

(b) Where the BCGEU requires an employee to perform first aid duties in addition to their normal requirements of the job, the cost of obtaining and renewing the occupational first aid certificate shall be borne by the BCGEU and leave to take the necessary courses shall be granted with pay.

(c) An employee taking the Occupational Industrial First Aid course, shall be granted one day leave with pay for each week of the course, in recognition of the homework that has to be done. An additional "study" day off will also be taken or granted in lieu of preparation for the examination. All leave under this article must be taken in conjunction with the course being completed.

**24.6 First Aid Attendant Allowance**

(a) The person(s) designated as First Aid Attendant(s) shall receive a pay differential of \$45 per biweekly period.

(b) The allowance shall be prorated for partial months. Employees designated to act as the Occupational First Aid Attendant in addition to their normal duties will receive the full allowance while on approved leave with pay of up to 80 hours or while on vacation leave with pay.

(c) Where the BCGEU has an additional requirement for a First Aid Attendant on a temporary basis and the employee acts as the First Aid Attendant for a minimum of 48 hours in any pay period, they shall receive the full biweekly allowance.

(d) The BCGEU will designate temporary First Aid Attendants from those regular employees holding an appropriate Occupational First Aid Certificate. These designations are in addition to the normal job requirements and are made in order of seniority. Opportunities to obtain these certificates will be made in order of seniority within the work unit if an opportunity is provided within the bargaining unit.

**24.7 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 shall receive payment for the remainder of the day without deduction from short term illness leave.

**24.8 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 shall be at the expense of the BCGEU. The BCGEU shall ensure that adequate arrangements are made for the employee to return to the job site or current local accommodation,

whichever is the most appropriate to the employee's condition. Transportation will be provided or paid by the BCGEU.

**24.9 Unresolved Safety Issues**

The Joint OH&S Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

**24.10 Investigation of Accidents**

(a) Pursuant to WCB Occupational Health and Safety Regulations, all accidents involving COPE 378 members shall be investigated jointly by at least one (1) appointed representative of the BCGEU and one (1) COPE 378 Union Representative.

(b) Reports shall be submitted on a mutually agreed investigation form and copies sent to:

- (1) Workers Compensation Board
- (2) Joint Occupational Health and Safety Committee
- (3) BCGEU designate
- (4) COPE 378 Union Representative

(c) In the event of a fatality, the BCGEU shall immediately notify the COPE 378 President or COPE 378 Union Representative of the nature and circumstances of the accident and arrange for a joint investigation as soon as possible.

**24.11 Workplace Violence**

(a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse.

(b) Where such potential exists:

- (i) Employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
- (ii) Applicable physical and procedural measures to protect employees shall be implemented.

(c) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

**ARTICLE 25 - GENERAL**

**25.1 — Status Quo**

~~Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.~~

*Note – 25.1 moved to 1.1 – Purpose of Agreement*

*Consequential renumbering*

**25.2 — Workers' Compensation Act**

~~(a) — The BCGEU agrees to provide reasonable facilities with such comforts as are deemed necessary for congenial working conditions in accordance with the *Workers' Compensation Board (WCB) Act*. The BCGEU further agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.~~

~~(b) — The BCGEU agrees to abide by the Workers' Compensation Board Regulations regarding workplace safety and ergonomics.~~

*Note — Language moved to Article 24 – OCCUPATIONAL HEALTH AND SAFETY 24.1 (b) and (c)*

**25.3 — Personal Duties**

~~An employee will not be required to perform duties of a personal nature for the BCGEU or its representatives.~~

*Note: current language moved to clause 23.7*

**25.4 — Personnel File**

~~(a) — An employee shall be entitled to review the contents of their personnel file in the office in which the file is normally kept. Where it is not possible, the office steward may examine the record on behalf of an employee provided they have written authorization from the employee to do so.~~

~~(b) — The BCGEU agrees to inform an employee of any documents placed on their file which may be the basis of disciplinary action. In the event an employee disputes any such entry in their file, the grievance procedure shall apply. Upon the employee's request, any disciplinary documentation shall be removed from the employee's personnel file after 18 months from the date of issue provided there has not been a further infraction of a similar nature.~~

*Note: current language moved to clause 21.8*

**25.10 Workload Committee**

~~Terms of reference and process for the Joint Committee on Workload are as defined in Appendix "L", Memorandum of Understanding on Workload.~~

**25.11 Exclusions**

~~The BCGEU will not exclude any other bargaining unit positions during the term of this Agreement.~~

*Note current language moved to clause 3.5*

**ARTICLE 26 – GRIEVANCES AND ARBITRATION PROCEDURE****26.1 Grievance Defined**

"Grievance" means any difference or any dispute between the persons bound by the agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this agreement, including a question of

whether a matter is subject to arbitration. All grievances will be resolved without stoppage of work by one of the following procedures:

## 26.2 Right To Grieve

Any employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this agreement, subject to the consent of COPE 378.

## 26.3 Policy Grievance

- (a) Where either Party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially between the Parties within 60 days of becoming aware of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration as set out in this article.
- (b) Unless agreed by the Parties, this article shall not be used by COPE 378 to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

## 26.4 Procedure

The Parties to this agreement agree that it is important to resolve grievances as quickly as possible. It is the intent that every effort will be made at each stage of the Grievance Procedure to resolve the grievance.

All grievances or disputes resulting from the operation of the agreement or arising under specific clauses thereof, or in any way affecting relations between the BCGEU and the employees covered thereby shall be handled in the following manner:

A grievance filed by an employee shall commence with Step 1.

~~A grievance filed by COPE 378 will be called a dispute and commence with Step 3.~~

### (a) Step 1

- (a)(i) Any grievance must be filed within 20 days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee or if the nature of the grievance prevents such filing.
- (b)(ii) The grievance shall be submitted in writing, with a copy to COPE 378, signed by the aggrieved employee to the office steward, who will present such grievance ~~or complaint~~ to the BCGEU designate at Step 1, who will give it prompt attention. The union officer or steward and the BCGEU designate shall hold a meeting to examine the facts and the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (c)(iii) Within fourteen (14) calendar days of receipt of such Step 1 grievance, the meeting provided for in (a) above may take place in person or by telephone/video conference.
- (d)(iv) In offices where there is no office steward, the grievance shall be presented in writing, with a copy to COPE 378 signed by the aggrieved employee, to the steward of their choice, who will then take up the grievance as set forth in this ~~Section~~ Article.

(v) The BCGEU designate at Step 1, following discussion with Human Resources, will render a decision in writing to the steward with a copy to the employee and COPE 378, within twenty (20) calendar days of the date of the discussion at Step 1. The written settlements at Step 1 will be without precedence.

(b) Step 2

(a)(i) If no agreement can be reached in the grievance ~~within 20 days of its being received by the BCGEU designate at Step 1, the matter may be referred to the BCGEU designate at Step 2. The Such grievance shall be submitted in writing, by the Union COPE 378 or the steward within 20 days of receiving the BCGEU's written response at Step 1 or within 20 days of that response being due. The BCGEU designate at Step 2 shall respond to the Union COPE 378 within 20 days of receiving the written grievance. COPE 378's written referral to Step 2.~~

(ii) COPE 378 will present such grievance ~~or complaint~~ to the BCGEU designate at Step 2, who will give it prompt attention. The union officer or steward and the BCGEU designate shall hold a meeting to examine the facts and the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(iii) Within twenty (20) calendar days of receipt of such Step 2 grievance, the meeting provided for above may take place in person or by telephone/video conference.

(iv) The BCGEU designate at Step 2 will render a decision in writing to COPE 378 within twenty (20) calendar days of the date of the discussion at Step 2.

(v) The processing of any grievance may begin at Step 2 by mutual agreement.

(c) Step 3

If no agreement can be reached within the time limit set out in Step 2, the matter may be referred to the arbitration procedure as outlined in ~~this Article of this Agreement. The Such grievance shall be submitted to arbitration within 20 days of receiving the BCGEU's written response at Step 2 or within 20 days of that response being due.~~

## 26.5 Extension of Time Limits

The time limits herein set forth may be extended ~~upon by~~ mutual agreement between ~~the Union COPE 378 and the BCGEU, but the same must be in writing.~~

## 26.6 Exchange of Information

The Parties agree to provide each other with information relevant to the issue in dispute, in a timely manner. The exchange of such information is intended to assist the Parties in resolving the dispute and is not intended to interfere with the legal rights of either Party to prepare for or present a grievance at an arbitration hearing.

## 26.7 Attendance of Grievor at Grievance Meetings

The aggrieved employee may be present at any or all steps of the grievance procedure if they desire without loss of basic pay. This may take place in person or by telephone/video conference.

**26.8 No Deviation from the Grievance Procedure**

- (a) The BCGEU agrees that, after a grievance has been initiated by COPE 378, the BCGEU's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of COPE 378.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then COPE 378 agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

**26.9 Arbitration (existing language moved from Article 27)**

If a grievance or dispute is not settled pursuant to Article 26, it may then be referred to a single arbitrator as follows:

- (a) The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 26, Step 3.
- (b) The Parties to the dispute will thereupon meet to decide upon an arbitrator. Failing agreement on this within 10 days of such notice or in the event one of the Parties declines the procedure, notice of arbitration as provided in Article 28 may be given by either Party.
- (c) Upon agreed appointment of an arbitrator, the arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within 15 days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith. ~~An arbitration award under this Article shall not be subject to further procedure under Article 28 of this Agreement.~~
- (d) Each Party shall pay their own costs and expenses of the arbitration and one-half the remuneration and disbursements or expenses of the arbitrator.

**~~ARTICLE 27 – SINGLE ARBITRATOR~~**

~~If a grievance or dispute is not settled pursuant to Article 26, it may then be referred to a single arbitrator as follows:~~

- ~~(b) The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 26, Step 3.~~
- ~~(c) The Parties to the dispute will thereupon meet to decide upon an arbitrator. Failing agreement on this within 10 days of such notice or in the event one of the Parties declines the procedure, notice of arbitration as provided in Article 28 may be given by either Party.~~
- ~~(d) Upon agreed appointment of an arbitrator, the arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within 15 days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith. An arbitration award under this Article shall not be subject to further procedure under Article 28 of this Agreement.~~

~~(e) Each Party shall pay their own costs and expenses of the arbitration and one half the remuneration and disbursements or expenses of the arbitrator.~~

*Deleted and moved to Article 26.9*

#### ~~ARTICLE 28 - ARBITRATIONS~~

~~As an alternative procedure to Article 27, the Parties to this Agreement may, if it is mutually agreed to do so, use the services of an Arbitration Board of three persons composed as follows:~~

~~(a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of its appointment and the particulars of the grievance or dispute.~~

~~(b) The Party receiving the notice shall, within five days, appoint a member to the Board and shall notify the other Party of its appointment.~~

~~(c) The two arbitrators so appointed shall confer to select a third party to be Chairman and failing, for five days from their appointment, to agree upon a person willing to act, either of them may apply to the Minister of Labour for the Province of British Columbia to appoint a Chairman.~~

~~(d) The Arbitration Board shall hear the Parties, settle the terms of question to be arbitrated and make its award within 15 days of appointment of a Chairman, except when the time is extended by the agreement of the Parties. The Board shall deliver its award, in writing, to each of the Parties and the award of the majority of the Board shall be final and binding on the Parties and shall be carried out forthwith.~~

~~(e) Each Party shall pay their own costs and expenses of the arbitration, the remuneration and disbursements of the appointees, and one half the expenses of the Chairman.~~

#### ARTICLE 29 - DURATION

##### 29.1 Term of Agreement

This Agreement shall be in full force and effect on and after the 1<sup>st</sup> day following ratification to and including the 31<sup>st</sup> day of March, 2012 2010, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least 60 days prior to the 31<sup>st</sup> day of March, 2012 2010 or 60 days prior to the 31<sup>st</sup> day of March, in any year subsequent thereto.

##### 29.3 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on [date of ratification], except as otherwise indicated.

#### ~~ARTICLE 30 - EFFECTIVE DATE OF AGREEMENT~~

~~The provisions of this Agreement shall come into full force and effect on the date of ratification.~~

*Note: Moved to Article 29.3*

## APPENDIX "A"

## CLASSIFICATION AND WAGE RATES

Effective January 1, 2011

- *New start rate is \$0.82 lower than old start rate and is in effect for 1750 hours.*
- *New Step 1 and 2 rates are in effect for 1750 hours.*
- *Step 2 increase is \$0.18*
  - *(Additional \$0.03 for wage indemnity adjustment (from 4% vacation top-up))*
  - *(Additional \$0.15 for RMT cap and fitness allowance)*
- *Step 3 increase is \$0.25 + \$0.18.*
- *Employees hired at the current start rate prior to March 7, 2011 will proceed to new Step 3 upon completion of 875 hours.*

CURRENT			JANUARY 1/11	
Grade	Step	Hourly	Step	Hourly
L1	Start	\$25.45	Step 1	\$24.63
	Step2	\$26.24	Step 2	\$25.63
			Step 3	\$26.67
L2	Start	\$26.24	Step 1	\$25.42
	Step2	\$27.08	Step 2	\$26.42
			Step 3	\$27.51
L3	Start	\$27.08	Step 1	\$26.26
	Step2	\$27.90	Step 2	\$27.26
			Step 3	\$28.33
L4	Start	\$27.90	Step 1	\$27.08
	Step2	\$28.78	Step 2	\$28.08
			Step 3	\$29.21
L5	Start	\$28.78	Step 1	\$27.96
	Step2	\$29.67	Step 2	\$28.96
			Step 3	\$30.10
L6	Start	\$29.67	Step 1	\$28.85
	Step2	\$30.62	Step 2	\$29.85
			Step 3	\$31.05
L7	Start	\$31.58	Step 1	\$30.76
	Step2	\$32.55	Step 2	\$31.76
			Step 3	\$32.98

**APPENDIX "B"****JOB RANKING SYSTEM**

*Note: All employees who as a result of the new ranking system fall into a lower wage level, shall be green circled as long as they remain in their current position.*

**Casual/Temporary** \_\_\_\_\_ **(Level 1)**

- ~~Temporary employees~~ overload work (e.g. filing, mail stuffing)

**Administration Clerks** \_\_\_\_\_ **(Level 2)**

- ~~Administration Mail Centre Clerk:~~ Duties may include processing mail, kit preparation, photocopying, answering phones, provide switchboard relief, operating office and mail centre equipment, typing lists, envelopes, memos and labels, keying in information, stuffing envelopes.
- ~~Field Services~~ Temporary employees: Duties may include typing letters, answering phones, filing.

*Refer to Job Descriptions for further details.*

**Administration Support** \_\_\_\_\_ **(Level 3)**

- ~~Administration~~
  - File Registry Clerk
  - Mail Centre Clerk
  - Switchboard/Receptionist
  - Membership Records Clerk
- ~~Negotiations~~ ~~Secretary~~
- ~~Finance~~ ~~Clerk~~ overload work
- ~~Advocacy~~ ~~Secretary~~
- ~~Organizing & Field Services~~
  - Secretary Organizing
  - Secretary Victoria Area Office
  - Receptionist Victoria Area Office
  - Secretary Lower Mainland Area Office
  - Receptionist Lower Mainland Area office
  - Receptionist Fraser Valley Area Office
- ~~Research, Campaigns & Communications~~ ~~Secretary~~

~~Duties may include maintaining files, statistics and records; answering general enquiries; receiving and distributing mail; operating switchboard; typing documents including forms, correspondence, agreements and reports from longhand, draft, dictaphone or shorthand; drafting replies to general correspondence; signing routine correspondence; making appointments and travel arrangements; taking minutes of meetings; maintaining files, logbooks, statistics and records; proofreading and correcting documents; operating office and mail centre equipment including photocopiers; updating and maintaining database information and producing reports; responding to general enquiries and complaints.~~

*Refer to job descriptions for further details.*

**Senior Administration Clerks** (Level 4)

- ~~Secretary Facilities~~
- ~~Membership Records Clerk~~
- ~~Senior Mail Centre Clerk~~

In addition to the standard Administration support departmental duties other additional duties may include updating and maintaining database files; verifying rosters; maintaining security codes and assisting with area office codes; calculating strike pay and maintaining and keeping up to date some accounts in the mailroom.

*Refer to job descriptions for further details.*

**Executive, Administration and Field Services Support** (Level 5)

- ~~Executive Secretary~~
- ~~Finance Accounting Clerk~~
- ~~Administration~~
- ~~Secretary Coordinator/Human Resources~~
- ~~Secretary Conventions, Conferences & Travel~~
- ~~Organizing & Field Services~~
- ~~Secretary Areas 02, 04, 05, 06, 07, 08, 09, 10, 11, 12~~

Duties may include compiling reports and statistical data; performing bookkeeping duties; typing documents including forms, correspondence, agreements and reports from longhand, draft, dictaphone or shorthand; replying to general correspondence for own or other signature; responding to general enquiries and complaints; setting up and maintaining records and files for a particular area.

*Refer to job descriptions for further details.*

**Senior Departmental Clerk** (Level 6)

- ~~Advocacy~~
- ~~Negotiations~~
- ~~Mail Centre~~
- ~~Membership~~
- ~~Field Services, Area 03~~
- ~~Victoria~~

**Finance** (Level 7)

In addition to duties above, Senior Departmental Clerks' duties may include assigning non-routine work; monitoring and reporting performance problems; reassigning work to resolve conflicting priorities; monitoring training/orientation of new employees; circulating vacation schedules; reporting to supervising CEP representative.

*Refer to job descriptions for further details.*

**Information Technology (IT) Support** (Level 7)

● ~~Administration – IT Services:~~

~~Duties may include training staff on software programs; providing PC and user support; assisting users with software applications, database and technical support; installing software and hardware.~~

~~Refer to job descriptions for further details.~~

**Note:** *Agreed to move to Article 17.6*

## APPENDIX "C"

### LAYOFF AND RECALL UNITS

1. ~~BCGEU Headquarters (includes Lower Mainland Area Office)~~
2. ~~Victoria Area Office Headquarters (includes Victoria Headquarters Area Office)~~
3. ~~North Island Area Office~~
4. ~~Fraser Valley Area Office (includes Fraser Valley Headquarters)~~
5. ~~Kamloops Area Office~~
6. ~~Okanagan Area Office~~
7. ~~East Kootenay Area Office~~
8. ~~West Kootenay Area Office~~
9. ~~Cariboo Area Office~~
10. ~~Peace River Area Office~~
11. ~~Prince George Area Office~~
12. ~~Northwest Area Office~~

**Note - Language moved to 20.10 – Layoff and Recall - consequential amendments to cross-references**

### GREEN CIRCLING

~~Employees whose position in the Lower Mainland Area Office (LMAO), and the Victoria Area Office (VAO) and the Fraser Valley Area Office (FVAO) have been reclassified downward as a result of inclusion within Headquarters in Appendix C and variation to Exhibit B, *Job Classification documents for Area Office Secretaries*, shall retain their current wage rates and will retain eligibility for all future general wage increases. This shall also apply to converted regular employees without positions and temporary employees at LMAO and VAO at date of ratification.~~

**Note:** *Green Circling definition added to DEFINITIONS*

**APPENDIX "D"**  
**LETTER OF UNDERSTANDING 2**

**RE: SHIFT PREMIUMS**

The Parties hereto agree as follows:

Definition of shifts and shift premiums

(a) — *Identification of Shifts*

- (i) — *day shift* — all hours worked on any shift which starts between 6:00 a.m. and 9:00 8:30 a.m. inclusive;
- (ii) — *afternoon shift* — all hours worked on any shift which starts between 2:00 p.m. and 4:00 p.m. inclusive;
- (iii) — *night shift* — all hours worked on any shift which starts between 9:00 p.m. and 11:00 p.m. inclusive.

(b) — *Shift Premiums*

- (i) — 55¢ per hour for afternoon shift;
- (ii) — 65¢ cents per hour for night shift.

(c) — Where operational requirements necessitate the BCGEU to implement shifts, consultation will take place prior to such a change with COPE and the steward. Operational requirements would be defined as major contract negotiations or major disputes with an employer. Five working days notice will be given of any change in work schedules.

*Note - Language moved to clause 16.13 – WAGES AND ALLOWANCES, Shift Premiums*

**APPENDIX "E"**  
**LETTER OF UNDERSTANDING 3**

**RE: TECHNOLOGICAL CHANGE**

The BCGEU agrees that it will not reduce the bargaining unit work force due to the introduction of new technology.

Dated: May 4, 1995

*Note - Current language moved to clause 22.5 – TECHNOLOGICAL OR PROCEDURAL CHANGES, No Reduction*

**APPENDIX "F"**  
**LETTER OF UNDERSTANDING 4**

**RE: JOB SHARING**

**1. Preamble**

- 1.1 A Job Sharing Arrangement must be by mutual consent of the Parties.
- 1.2 This Letter of Understanding establishes provision for two regular employees to voluntarily "*Job Share*" a single position.
- 1.3 A "*Job Sharing Arrangement*" is defined as two regular part time employees performing the duties of a position previously performed by one regular full time employee. This "*Job Sharing Arrangement*" also refers to a specific written agreement as attached to this Letter of Understanding, setting out the names of the participants, the position to be shared, how job duties and responsibilities will be shared, and the length of time for which the "*Arrangement*" shall be in effect. This arrangement shall be extended by mutual consent of the Job Sharing Partners and the BCGEU.
- 1.4 No "*Job Sharing Arrangement*" shall be entered into by any Party named above which conflicts with the terms of the Collective Agreement.
- 1.5 This Letter of Understanding is attached to and forms part of the Collective Agreement between the Parties.

**2. Participation**

- 2.1 Participation of employees under these provisions shall be voluntary.
- 2.2 Participation shall be limited to existing regular or regular part time employees who have completed their probationary period.
- 2.3 The position being proposed for Job Sharing must currently be filled by one of the two partners proposing the Job Sharing Arrangement.
- 2.4 The Job Sharing Partners must be qualified for the position to be shared; at the same classification level; and performing their current duties satisfactorily. Should an employee at a higher classification level elect to job share in a position at a lower classification, they shall receive the rate of pay for the job.
- 2.5 Employees wishing to establish a Job Sharing Arrangement must jointly submit a written proposal to the BCGEU outlining the reasons for the arrangement, its feasibility, and operating details necessary to implement it such as commencement date, duration of the Job Sharing Arrangement and how job duties and responsibilities may be shared.
- 2.6 (a) Each Job Share arrangement shall be subject to an initial trial period of six months.  
  
(b) If the trial period is successfully completed, the job share arrangement shall continue unless terminated pursuant to ~~Article~~ **Clause 9**.

**3. Maintenance of Regular Full Time Positions**

- 3.1 Shared positions shall, in all respects be treated as though they were single positions with regard to scheduling and job descriptions.
- 3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement described in 1.1 above, that position shall be filled by a single individual.
- 3.3 Upon expiry of the Job Sharing Arrangement, the shared position will revert to full time with the incumbent having the greatest service seniority having first right to the position.

**4. Schedules**

A work schedule will be set out in advance showing days, hours to be worked and not worked by the job sharing partners.

**5. Benefits**

The incumbents of a job sharing arrangement shall become Regular Part Time Employees for the duration of the Arrangement, and will be entitled to the provisions of Article 5 in the Collective Agreement.

**6. Sickness/Vacation Relief and Extended Absences**

- 6.1 Where a Job Sharing Partner is absent for a period less than three months where notice can be given and/or due to vacation, leave pursuant to Articles 10, 11.3(a), (d), (f) and (g), 11.6 and 11.8, the remaining partner shall work full time in the position.

Where a Job Sharing Partner is absent for a period less than three months due to sick leave and/or leave where notice cannot be given to the BCGEU, the remaining partner shall be given adequate time to make arrangements to work full time in the position. This "*adequate time*" shall be by mutual agreement.

- 6.2 If one of the Job Sharing Partners is absent on a continuous basis in excess of three months, the Job Sharing Arrangement will be terminated.
- 6.3 Notwithstanding 6.1 and 6.2 above, where one Job Sharing Partner is absent due to maternity, parental, adoption leave, the vacancy shall be filled by a temporary employee unless the remaining incumbent chooses to work full time.

**7. Training**

Job Sharers will have the same access to training required to perform their regular duties as other full time employees.

**8. Seniority**

- 8.1 If a Job Sharing Arrangement is terminated, the employee with the greater service seniority will be given the opportunity to work full time in the position. The employee will have one week to exercise **their** option under this provision. If the employee accepts to stay in the full time position, the other Job Sharing Partner with the lesser service seniority will be subject to the layoff and bumping provisions of Article 18.6 in the Collective Agreement, with the exception of the requirement of the BCGEU and the Union meeting prior to the layoff.

8.2 If the incumbent with the greater service seniority refuses to accept the full time position, they shall be laid off, subject to Article 18.6 as referenced in 8.1 above. In this event, the Job Sharing Partner with the lesser service seniority will stay in the full time position.

**9. Termination of Job Sharing Arrangement**

A Job Sharing Arrangement shall be terminated upon sixty days notice for any of the following reasons:

- (a) upon the written request of either one or both Job Sharing Partners;
- (b) the BCGEU has bone fide operational reasons;
- (c) ~~Article~~ **Clause** 6.2 above.

Dated: July 27, 1993

**APPENDIX "G"**

**LIST OF ARBITRATORS**

The following names is the list of Arbitrators agreed to between the Parties:

Joan Gordon  
Emily Burke  
Marguerite Jackson  
Dalton Larson  
Chris Sullivan (~~Classification Referee~~)

**APPENDIX "I"**

**SUBSTITUTION PROCEDURE**

~~Temporary vacancies of up to three months duration may be filled by a lateral transfer or by substitution in the vacancy by employees classified at a lower level.~~

~~In such cases, the senior qualified employee in the Coordinator's department, within the next lower classification shall receive the first opportunity. If declined, the next senior qualified employee in the classification and department shall have the opportunity. If declined by all senior qualified employees in the classification and department, the opportunity will be given to the next most senior qualified employee within the next lower classification and so on.~~

~~Where no one qualified in the department is interested in the substitution opportunity, the same procedure will be followed amongst employees in other departments in the same geographic location.~~

~~In the Executive area, substitution opportunities will be given to employees within the respective Director's departments.~~

~~Victoria is considered to be one department for the purposes of substitution.~~

*Note: Existing language moved to clause 19.7*

**APPENDIX "L"**  
**MEMORANDUM OF UNDERSTANDING**  
**ON WORKLOAD**

- ~~1. The Parties shall establish a Joint Committee on Workload composed of two members appointed by the BCGEU and two members elected by COPE Local 378.~~
- ~~2. Meetings of the Committee shall be held within 20 working days after a request from either Party.~~
- ~~3. The terms of reference of the Committee shall be as follows:  
  
"The Committee shall be empowered to:  
  
a) review and evaluate any work methods, workloads and workflow;  
b) discuss any matters associated with workload;  
c) review availability of temporary staff on call;  
d) make recommendations to the BCGEU President or their designate on any matters related to workload, workflows or work methods as deemed appropriate by the Committee;  
e) make recommendations to the bargaining principals on any matters related to workload, workflows, or work methods as deemed appropriate by the Committee."~~
- ~~4. The Committee's Terms of Reference may be amended by the mutual agreement of the bargaining principals.~~
- ~~5. Costs related to meetings of this Committee shall be borne by the BCGEU, to a maximum of two meetings per year.~~

~~Dated: June 1, 2000~~

**APPENDIX "M"**  
**MEMORANDUM OF AGREEMENT ON EARLY RETIREMENT**  
**INCENTIVE PLAN AND RELOCATIONS**

**1. Eligibility**

The parties agree that regular employees will be eligible for an Early Retirement Incentive Plan (ERIP) as outlined below.

- (a) The ERIP is available to eligible employees, who are at least 55 years of age, on or before a date determined by the BCGEU, but in any event no later than ~~March 30, 2007~~ **March 31, 2012**. ERIP is also available to those employees with sufficient pre-retirement leave entitlement to reach their 55<sup>th</sup> birthday.
- (b) For employees meeting the above criteria and subject to BCGEU approval based on operational requirements, ERIP shall provide for an unreduced pension if age plus years of contributory service add up to 80 (rule of 80). For those employees eligible to retire whose combined age plus service add up to less than 80, the pension is reduced by three percent for every year their age is less than 60 or their age plus service is less than 80, whichever is the lesser.
- (c) In addition, employees approved for ERIP will also receive a lump sum payment equal to six months base salary which may be used as pre-retirement leave. Benefits under this provision

shall not exceed the time that would be required to reach the employees' maximum retirement age at 65.

(d) The BCGEU will consult with COPE 378 with respect to the timing, location and duration of the ERIP program. The BCGEU may establish reasonable time frames for employees to exercise their option to retire under ERIP. The employees last day of work prior to pension or pre-retirement leave under ERIP will be as determined by the BCGEU but in any event, no later than ~~March 30, 2007~~ **March 31, 2012**.

(e) The cost of the ERIP will be borne by the BCGEU and will not be charged to the Public Service Pension Plan.

(f) An employee receiving a lump sum payment shall not be eligible for re-employment by the BCGEU. Employees who take advantage of ERIP shall waive their rights to any other severance payment provided in this collective agreement.

**2. Relocation**

(a) It is understood by the parties that as a general policy, employees will not be required to relocate from one geographic location to another against their will. However, the BCGEU and COPE 378 recognize that in certain cases relocation may be in the interests of the BCGEU and/or the employee. In such cases, an employee will receive 90 days written notice prior to the effective date of relocation and will be fully advised of the reason for their relocation as well as the possible result of refusal to be relocated.

(b) Should a regular employee choose not to relocate, the employee shall elect prior to the date of relocation:

- (c) (i) an available vacancy in their geographic location which does not result in promotion; or
- (ii) early retirement as provided by the Early Retirement Incentive Plan; or
- (iii) severance pay as provided by clause 20.4

**3. Term**

This Memorandum remains in force and effect from the date of ratification to ~~March 30, 2007~~ **March 31, 2012**.

SIGNED ON BEHALF OF  
THE BCGEU:

SIGNED ON BEHALF OF  
COPE LOCAL 378

\_\_\_\_\_  
David Vipond, Director

\_\_\_\_\_  
Bonnie Merriman, Union Representative