

COLLECTIVE AGREEMENT

Between

COLLEGE OF PHARMACISTS

(hereinafter referred to as the "Employer")



College of Pharmacists
of British Columbia

And

MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378)

(hereinafter referred to as the "Union")



March 1, 2018 – February 28, 2023

COLLECTIVE AGREEMENT

BETWEEN: COLLEGE of PHARMACISTS OF BRITISH COLUMBIA
(hereinafter referred to as the "Employer")

Party of the First Part;

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

Party of the Second Part;

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ARTICLE 1 – PURPOSE

1.01

The purpose of this Agreement is to maintain a harmonious relationship between the Employer 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; to promote the mutual interest of the Employer and its employees; and to promote and maintain such conditions of employment.

1.02

For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as meaning the plural or masculine unless the context or Parties require otherwise.

1.03

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

ARTICLE 2 — BARGAINING UNIT and RECOGNITION

2.01

The Employer recognizes the union as the sole bargaining authority for all employees in its office within the jurisdiction of the Union, and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed to and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent, management personnel, pharmacist, or representative of the Employer.

2.02

All members shall be required to use their Union Label.

2.03

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Union and shall remain the sole property of the Union.

2.04

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of her duties, to refuse to cross a legal picket line. The union shall notify the employer as soon as possible of the existence of such recognized picket lines.

2.05

During the life of this Agreement, there shall be no lockout by the employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the union or its members.

ARTICLE 3 – UNION SECURITY

3.01

The employer agrees that all employees in the bargaining unit shall maintain membership in the Union as a condition of employment.

3.02

The employer 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 Article dealing with the union Security.

3.03

Upon written notice from the union that an employee fails to maintain membership in the union by refusing to pay dues or assessments, the employer agrees to terminate employment of said employee if the employee fails to renew her membership or bring up to date dues owing within seven (7) days of written notice from the union.

3.04

Upon written authority from the employee, the employer 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 fifteenth (15) of the following month, together with a list of employees from whom such deductions were made. If requested, a copy of this list will be forwarded to the Job Steward.

3.05

The employer further agrees that all new employees as set out in Article 2.01 hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the union.

ARTICLE 4 – THE RIGHTS OF THE EMPLOYER

4.01

Except as expressly limited by this Agreement, the employer shall have the right to exercise its functions of management which shall include but are not limited to the rights to hire new employees; to classify, discipline, suspend, discharge for cause, transfer or lay-off employees; to require employees to observe such rules and regulations issued by the employer as are consistent with the provisions of this Agreement; and to decide the number and location of its offices, the methods and schedules of work, the number of personnel to be employed, and the kind of equipment and materials to be used, subject to the provisions of this Agreement and the right of the union or employee to grieve, as provided in Articles 18, 19 and 20.

ARTICLE 5 — DEFINITION OF EMPLOYEES

5.01 Probationary Period

All new employees, except temporary employees, will be considered probationary for the first three (3) months of employment and will be paid at the rates as shown in Appendix “A”. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the initial three (3) months of employment. The probationary period may be extended by mutual agreement between the union and the employer.

5.02 Regular

A regular employee is any person employed on a full-time permanent basis whose duties fall within the Bargaining Unit as defined in Article 2 of this Agreement and who has completed the probationary period.

5.03 Regular Part-Time

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work as per Sections 7.01 and 7.02, whose duties fall within the Bargaining Unit as defined in Article 2 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- (a) Sick leave entitlement shall only accrue to those employees who work in excess of thirty (30) hours per week and shall be on a pro rata basis consistent with the time employed. This thirty (30) hours per week shall include all sick and vacation leave taken by the employee for any scheduled workday during the week.
- (b) After ninety (90) days' service, regular part-time employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours normally worked in weeks not containing a holiday.
- (c) Annual vacation entitlement shall be prorated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.
- (d) The employer will only provide Welfare Plan benefits according to the provisions as set out in Article 11.

5.04 Temporary

- (a) A temporary employee is one so informed by the employer at the start of employment. Temporary employment shall be for a specified period not exceeding twelve (12) months' duration, except as provided in Section 5.04(b) below. After seven (7) months of continuous employment, the temporary employee shall be entitled to the benefits identified in Article 11 fully paid by the Employer. Section 14.03 shall not apply. If employment exceeds twelve (12) months, such employee shall attain regular status as per Section 5.02 or 5.03 and seniority as per Section 13.04.

- (b) Temporary employees hired to replace employees on leave of absence under Sections 10.01 and 10.03 shall not attain regular status during the duration of their temporary employment.
- (c) The period of temporary employment may be extended by mutual agreement between the Union and the Employer.

5.05

The employer or their Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

The employer agrees to provide proper/full training for all new and current employees regarding all aspects of their jobs. A Policy and Procedure Manual shall also be given to all employees (present and new) outlining general office procedures etc. Employees who are not properly trained shall not be liable for errors made.

ARTICLE 6 — UNION REPRESENTATION

6.01

The employer shall recognize the Representative selected by the union for purposes of collective bargaining, Agreement administration and general union business, as the sole and exclusive Representative of all employees within the Bargaining Unit as defined in Article 2 of this Agreement.

6.02

The Representative 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 will obtain authorization from the employer as to an appropriate time and length of time for such contact before meeting the employees.

6.03

The employer shall recognize the Job Steward elected or appointed by the union and shall not discharge, discipline or otherwise discriminate against such Job Steward for carrying out the duties proper to that position provided such duties are carried out in such a fashion that does not conflict with the provisions of this Agreement.

6.04

The Job Steward may, within reason, investigate and process grievances or confer with the Representative of the union during regular working hours, without loss of pay. The Job Steward must obtain the Employer's permission first before leaving the immediate work area. This permission will not be unreasonably withheld.

6.05

The employer shall not discharge, discipline or otherwise discriminate against any member of the union for participation in or for action on behalf of the union, or for the exercise of rights provided by this Agreement.

6.06

Leave of absence without pay may be requested by the union for one (1) or more employee(s) to attend to union business. Provided the employer's work requirements will allow for such leave and where the union gives at least two (2) weeks' notice, such leave will be granted by the employer.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.01 Regular Work Day

A regular workday shall consist of seven (7) consecutive hours worked between the hours of 7:30 a.m. and 5:30 p.m.

7.02 Regular Work Week

A regular workweek shall consist of thirty-five (35) hours worked between 7:30 a.m. Monday and 5:30 p.m. Friday.

7.03

Hours of work as provided in Sections 7.01 and 7.02 may be varied subject to mutual agreement between the employer and the union.

7.04

An unpaid one (1) hour lunch period will be provided and taken near the midpoint of the shift at a time mutually agreed between the employee and the Employer.

Note: The lunch period may be shortened by mutual agreement between the employer and the union, from one (1) hour but to not less than one-half (½) hour.

7.05 Overtime Premiums

All time worked before or after the regularly established working day or as varied by mutual agreement as per Section 7.03, shall be considered as overtime and paid at the following rates:

- (a) One hundred and fifty percent (150%) of the employee's hourly rate of pay for all time worked in excess of seven (7) hours per day up to ten (10) hours per day.
- (b) Two hundred percent (200%) of the employee's hourly rate of pay for all time worked at, or in excess of, ten (10) hours per day.

7.06

All time worked on a statutory holiday shall be dealt with in accordance with the provisions of the Employment Standards Act.

7.07

An employee requested to work overtime beyond the regular work day shall be allowed a one-half (½) hour paid meal period at the regular prorated hourly rate of pay, provided such overtime is in excess of two (2) hours' work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed upon.

7.08

An employee who is called in during regularly scheduled days off or vacations, or who is called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.

The rate of pay for work performed under this Section shall be at two hundred percent (200%) of the employee's hourly rate of pay for all time worked.

7.09

Employees may decline overtime on a seniority basis provided there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

7.10

An employee who works overtime may request or be requested to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings (e.g. an employee working one hour of overtime at double time would be entitled to two (2) hours off with regular pay).

7.11

Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular workday or workweek during which such sick leave occurred.

7.12 Flextime

The Parties agree an employee who so chooses shall be allowed to bank hours worked to allow her time off in the following manner:

1. Every week an employee electing this option shall be allowed to bank twenty (20) minutes per day by taking a forty (40) minute lunch period.
2. This additional twenty (20) minutes will be considered as straight time worked and overtime will be paid only for hours worked in excess of those identified in Sections 7.01 and 7.02.
3. This additional twenty (20) minutes worked will be treated in the manner of banked time.
4. Banked time off will be taken at a time agreeable to both Parties and during the month following the month in which it is earned.

The Employer shall allow an employee, where requested, to bank a maximum of five (5) flex days per anniversary year. Such time shall be taken at a time mutually agreed upon between the Employer and employee and must be taken during the year in which it is earned. If the Employer can show operational requirements cannot be met, the request may be denied.

ARTICLE 8 – PAID HOLIDAYS

8.01

The employer agrees to provide all full-time employees with the following holidays without loss of pay:

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

and any other day(s) that may be stated a legal holiday by the Provincial and/or Federal Government, provided such holidays are recognized by the Employer for its own staff. Any other holiday recognized by an individual Employer shall be provided, without loss of pay, to an employee working for said Employer. Territorial or Civic Holidays, when declared, shall be provided to the employee working in the said location where the holiday is declared. The employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday, a Sunday or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed upon by the employer and the employee.

8.02

In the event any of the holidays enumerated in the foregoing Section 8.01, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 9 — ANNUAL VACATIONS

9.01

Paid vacation leave shall be earned and accrued on a monthly basis as per the entitlement schedule in Section 9.03.

Earned vacation shall be calculated on a calendar year basis and must be taken within the calendar year that it is earned. With prior written approval, unused vacation may be carried over to the next year; however, all earned vacation days must be used up by the employer's fiscal year-end of February 28th. Such vacation shall be taken at a time mutually agreed upon with the employer. An employee may not carry over vacation without written approval.

New employees shall be eligible to take their earned vacation only after completion of six (6) months of service.

9.02

Regular employees shall be entitled to receive a paid vacation based upon years of service as follows:

1 to 3 years of service: Fifteen (15) days of annual vacation
4 years of service: Twenty (20) days of annual vacation
After 5 years of service: Twenty (20) days plus one additional annual vacation day for each additional year of employment up to a maximum of 35 vacation days.

9.03

Payment for vacation entitlements outlined in Section 9.02 above shall be:

- (a) Fifteen (15) days vacation-- six percent (6%) of gross earnings or current wage rate, whichever is greater.
- (b) Twenty (20) days vacation – eight percent (8%) of gross earnings or current wage rate, whichever is greater.
- (c) 25 – 27 days vacation – ten percent (10%) of gross earnings or current wage rate, whichever is greater.
- (d) 28 – 32 days vacation – twelve percent (12%) of gross earnings or current wage rate, whichever is greater.
- (e) 33 – 35 days vacation – fourteen percent (14%) of gross earnings or current wage rate, whichever is greater.

9.04

Employees who resign or who are terminated must pay back vacation entitlement which was taken but not earned.

9.05

Senior employees shall be given preference in the selection of vacation periods. An employee who wishes to take her vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent periods in order of seniority.

9.06 Temporary Employees

Temporary employees shall be entitled to a combined Statutory and Annual Holiday pay at the rate of eight percent (8%) of gross earnings paid on each pay cheque.

9.07 Past Service Credits

An employee re-entering employment with the Employer not more than sixty (60) days after prior termination of employment will receive credit for past service in determining her vacation entitlement after completion of two (2) full calendar years after re-entry.

9.08 Annual Vacation Pay

An employee shall be paid their vacation pay according to the provisions as set out in Sections 9.02 and 9.03 and by direct deposit as outlined in Article 12.08, if so requested.

ARTICLE 10 – LEAVES OF ABSENCE

10.01

Upon thirty (30) days' written notice by an employee, a leave of absence for personal reasons may be granted once in every five (5) year period (to be calculated from commencement of employment), provided that such leave of absence shall not interfere with the operation of the department. An employee may be granted a leave of absence without pay for a period of up to six (6) months. Such leave may be extended for an additional period of up to two (2) months when approved by the Employer. Upon return to work an employee shall be credited with seniority from the start of employment up to the date of departure of the employee on a leave of absence. Vacation, sick leave and family responsibility leave do not accrue. During this leave of absence all monthly benefit premiums will be prepaid by the employee in full (employee's and Employer's contributions).

10.02 Bereavement Leave

In cases of death in the immediate family, i.e., husband, wife, same-sex partner, common-law spouse, son, daughter, stepchild, father, mother, stepparent, sister or brother, an employee shall be granted up to five (5) days' leave of absence with full pay. Three (3) days' leave with pay shall be granted to any employee who wishes to attend services related to the death of father-in-law, mother-in-law, brother-in-law or sister-in-law, niece or nephew, aunt or uncle, grandparents, grandchildren, spouse's grandparents or grandchildren, or close friends. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

Employees who have to travel out-of-province, overseas or to remote areas are allowed two additional working days off without pay or more as mutually agreed between the Employer and the employee.

10.03 Maternity and Parental Leave

Maternity and Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act. Seniority shall accrue during maternity and parental leaves.

10.04 Adoption

An employee shall, upon request, be granted leave of absence without pay or any accrued benefits for not more than thirty seven (37) weeks from the date of adoption of a child by the employee. The date of adoption shall be the date of the Order of Adoption which the employee shall furnish to the Employer. Leave of absence in cases of adoption shall be granted in accordance with the following:

- (a) On return from adoption leave, an employee shall be employed in her former position or a position of equal rank and salary.
- (b) An employee who makes application for re-employment within the period of adoption leave shall retain service credits and seniority rights accumulated prior to adoption leave of absence.

- (c) The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made within five (5) weeks of the date of commencement of adoption leave.
- (d) Seniority shall accrue during adoption leave.

10.05 Family Responsibility Leave

In the event of illness/injury to an immediate family member, the Employer will make a reasonable effort to provide appropriate time off not to exceed three (3) working days at any one time for the employee to make the necessary arrangements for the ongoing care of the ill/injured person. Satisfactory proof of the necessity of the employee's absence must be provided when requested. Such time off shall be deducted from the accumulated sick leave bank.

10.06 Leave of Absence (Education)

The Employer shall make available days off without pay subject to operational requirements for one (1) employee for Bargaining Unit education and related purposes, such as attendance at Union Conventions. Time off for Union Business shall not qualify under this provision. The Union shall provide the Employer with at least seven (7) days' prior written notice of application for or change to leave requested under this provision. Such leave shall not apply to an employee's regularly scheduled day off. The Employer shall allow three (3) days leave per employee each calendar year plus required travel time when union conventions are held in another province.

10.07 Marriage Leave

An employee shall be granted five (5) days paid leave of absence for the purpose of getting married.

ARTICLE 11 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN

11.01

Subject to Section 11.02, the Employer shall allow 2 working days per month sick leave with full pay. Such sick leave shall be accumulated from month to month and from year to year up to a maximum of forty (40) working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days. In order to qualify for sick leave credit in any month, an employee must work a full ten days in that month.

Time off scheduled for all medical / dental appointments shall be noted as such on time sheets and sick leave records and charged on a prorated basis.

11.02

- (a) All regular full-time employees shall be entitled to all the benefits identified in Article 11 fully paid by the Employer.
- (b) All regular part-time employees who work twenty (20) hours or more per week for the prior three (3) consecutive months shall be entitled to all the benefits identified in Article 11 fifty percent (50%) paid by the Employer. This twenty (20) hours per week shall include all sick and vacation leave taken by the employee for any scheduled work day during the week.
- (c) All benefits under Article 11 will take effect on the 1st day of the Calendar month following the probationary period.

11.03 Medical Plan

The Employer shall continue to make available the existing or comparable Medical Plan to all eligible employees.

11.04 Dental Plan

The Employer shall continue to make available the existing or comparable Dental Plan to all eligible employees.

11.05 Extended Health Benefit Plan

The Employer shall continue to make available the existing or comparable Extended Health Benefit Plan to all eligible employees. Effective July 1, 2019, the Plan will include expenses for employee's prescription eyewear at the level of up to \$350.00 every two years and the Plan will include a prescription Direct Pay card at no cost to the employee.

11.06 Group Life Insurance

The Employer shall continue to make available the existing or comparable Group Life Insurance Plan to all eligible employees.

11.07 Group Accident Insurance/Long Term Disability Plan

The Employer shall continue to make available the existing or comparable Group Accident Insurance/Long Term Disability Plan to all eligible employees.

11.08

The Employer shall register all employees under the Workers' Compensation Act of B.C. and pay the full premium cost for employee coverage.

11.09 Municipal Pension Plan

Whereas the College of Pharmacists of British Columbia (“the Employer”) and MoveUP (“Canadian Office and Professional Employees’ Union, Local 378, or “the Union”) wish to transition from an employee-directed RRSP contribution retirement plan to the Municipal Pension Plan (the “MPP”), a defined-benefit pension plan, the Employer and the Union agree as follows:

- (a) The Municipal Pension Plan (MPP) shall be provided to all eligible employees as set out in the Pension (Municipal) Act.
- (b) Eligibility and terms and conditions for the pension shall be those contained in the Municipal Pension Plan and associated documents.
- (c) All employees hired on or after July 5, 2015 shall be automatically enrolled in the MPP.
- (d) Employees of record on July 4, 2015 who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP, and must notify the Employer within 90 days of their intention to do so. Eligible employees who initially elect not to join the MPP within the eligible period have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived except as otherwise allowed by the MPP.
- (e) The Employer shall contribute ten and one-half percent (10.5%) of employee gross earnings to an RRSP of the employee’s choice for any employees of record on July 4, 2015 who do not join the MPP. (Earnings shall include an employee’s salary, overtime earnings any wage protect payments.)
- (f) Employees may elect to have a payroll deduction of earnings for contribution to an RRSP plan.

ARTICLE 12 — WAGES

12.01

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum salary wage rate for such classification in accordance with the table of classifications as set forth in Appendix "A" which is attached hereto and made part of this Agreement.

If the Employer makes a substantive change to an existing job description or creates a new job description, the Employer will provide a copy of the job description to the Union and will become the recognized job description unless the Union presents written objection within thirty (30) days.

12.02

The rate of pay of any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree to the rate of pay for any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 or 20 of this Agreement.

12.03

It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales, and that any employee may be given a salary above minimum, be granted an increase in pay before period specified or be advanced or promoted in the service of the Employer.

12.04

Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

12.05

Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.

12.06

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfills the duties of the higher job. This provision shall not apply for brief relief periods of less than one (1) day except that if an employee is required to work at a higher classification on a recurring basis (i.e. each day, each week or each month), the higher rate of pay shall apply as provided in Section 12.05 foregoing.

12.07

Any employee hired, who reports for work and is not put to work at the direction of the Employer, shall be guaranteed a minimum of four (4) hours' pay.

12.08

Employees shall be paid and receive a statement of earnings every second Friday. Employees shall be paid on the preceding working day should pay day fall on a paid holiday. The statement of earnings shall be available to employees via confidential and secure log-in from the payroll provider's website.

ARTICLE 13 — SENIORITY

13.01

Seniority shall mean length of continuous service with the Employer as a Union member, except that credit shall be given for service prior to certification of the Bargaining Unit.

13.02

Except as otherwise provided in this Agreement, an employee who leaves the Bargaining Unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.

13.03

An employee laid-off and placed on the recall list under Section 14.05, will be credited with unbroken seniority upon recall within the recall period.

13.04

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer provided the employee last worked for the Employer within six (6) months prior to her re-entry.

13.05

Regular part-time employees will be considered as regular employees for the purposes of seniority and credited with seniority on a prorated basis consistent with the length of time employed.

13.06

When on approved leave of absence on Union business under Sections 6.06 and 10.06, and sick leave under Section 11.01, an employee will continue to accrue seniority.

13.07

Seniority lists will be made available by the Employer to the union at such times as may be required for the administration of this Agreement.

ARTICLE 14 – PROMOTION, LAY-OFF AND RECALL

14.01

The Employer shall fill job vacancies from within the office before hiring new employees, provided employees with the necessary qualifications are available to fill the vacant positions.

Each regular vacancy and/or new position shall be posted on the Employer's premises for three (3) working days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the job title, group classification and salary range.

Employees who are absent from their place of employment may make preliminary applications for, and in anticipation of, regular vacancies or new positions which may be posted in their absence.

All employees applying for the posted position shall be notified, in writing, of receipt of their applications and whether they have been successful in attaining the new job.

14.02

Promotions, transfers or lateral transfers shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Minimum salaries paid on promotion shall be at a step in the higher salary range that provides at least one thousand (\$1000.00) dollars per annual increase.

14.03 Lay-off

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the following procedure shall be adopted:

- (a) Temporary employees shall be laid off before full-time or part-time employees;
- (b) The employee with the least amount of seniority shall be the first to be laid off in the classification affected;
- (c) The laid off employee may displace an employee with less seniority in any classification, provided the laid off employee has the qualifications to satisfactorily perform the position duties; and
- (d) Any employee displaced from her position as a result of this bumping procedure shall have the right to displace an employee with less seniority in any classification provided she has the qualifications to satisfactorily perform the position duties.
- (e) An employee transferred to a lower classification shall be paid the maximum of that scale. In the event the maximum of the scale is lower than the present salary of the employee, the employee shall be red-circled in her present salary.
- (f) A red-circled employee will continue on that scale until the pay scale of the lower classification becomes equal to or more than her wage.
- (g) Notwithstanding the above, such an employee will be entitled to fifty percent (50%) of all contractual wage raises.

14.04 Notice of Lay-off and Termination

- (a) All regular (i.e. permanent) employees shall be given, in writing, the following notice of lay-off or termination for reasons other than just cause:
 - (i) Notice of Lay-Off -- two (2) weeks' notice; or
 - (ii) Notice of Termination – as calculated under the Employment Standards Act up to a maximum of twelve (12) weeks pay.

Note: If a regular employee is laid off and at the end of the six month recall period is not recalled, the Employer shall pay to the employee severance pay calculated under the provisions of the Employment Standards Act up to a maximum of twelve (12) weeks pay.

- (b) If an employee resigns without giving two (2) weeks written notice, the employee shall forfeit entitlement to payment for unused sick leave credits, severance pay and retroactive pay, to a maximum of two (2) weeks pay, unless extenuating circumstances involving the employee's immediate family exist.

14.05

Any regular full-time or part-time employee with six (6) 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 six (6) months.

14.06 Recall

Notice of recall to an employee who has been laid-off shall be made by registered mail to the employee with a copy to the Union. The employee must respond to such notice within five (5) days of receiving it or lose rights of seniority and recall. However, an employee who is prevented from responding to a recall notice because of illness or family emergency shall not lose such rights thereby, but such employee may be bypassed for a position. An employee having to give notice to another Employer shall be deemed as having complied within this five (5) day period. The employee must advise the Employer of her current mailing address.

14.07

An employee on the recall list shall have the right to any vacancy subject to the following procedure:

- (a) All vacancies shall be filled pursuant to Sections 14.01 and 14.02, provided that no employee is left on the recall list;
- (b) A recalled employee exercising her rights pursuant to Section 14.07(a) shall receive a ninety (90) day on-the-job training.

14.08

A recalled employee shall receive her former salary and any salary increments to which she would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

ARTICLE 15 – GENERAL

15.01

The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.

15.02

No work which is properly or customarily performed by employees within the Bargaining Unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the Bargaining Unit, in such volume as to affect the employment status of existing employees.

15.03 Jury Duty

An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid her for jury service or acting as a subpoenaed witness and the amount she would have earned, had she worked on such day(s). An employee on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. The employee shall return to work within a reasonable period of time. She shall not be required to report if less than two (2) hours of her normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

15.04

The Employer will be responsible for all reasonable expenses for employees who are requested to attend functions on behalf of the Employer in accordance with existing policy. Receipts for expenses shall be provided at the request of the Employer.

15.05

It is agreed by the Parties that the Agreement will be prepared on an alternate basis.

15.06 Professional Development Courses

The Employer agrees to pay tuition fees for Continuing Education courses as follows:

- (a) The Employer will pay one hundred percent (100%) of pre-approved, Employer initiated course fees.

The Employer will pay (100%) for pre-approved employee initiated courses that relate directly to the employee's job functions or duties or other job functions or duties in a higher job classification in the bargaining unit. Employer initiated courses will include but not be limited to courses directly related to new computer programs, systems, or functions implemented by the Employer.

Note: Professional training will be made available to an employee who receives any upgrade to equipment and/or computer programs. The mentioned training will be paid for fully by the Employer, prior to commencement of the course.

- (b) The Employer will pay one hundred percent (100%) of course fees to a maximum of One thousand (\$1000) dollars per year for all pre-approved employee-initiated courses, provided that completion of the course is documented. Otherwise, repayment of the portion of the course fee paid by the employer is required no later than 30 days after the date of the course. In the event the employee is precluded from completing the course due to extenuating circumstances, the employee will not be required to reimburse the employer for the course fees paid by the employer. This applies for each employee, does not apply to employer directed programs, does not apply to required job training.

15.07

The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of employees in, and in the vicinity of the workplace.

15.08 Parking

The Employer shall make available free parking for support staff. If the Employer is unable to obtain sufficient on-site parking spaces for support staff who drive to work, those spaces available will be allocated to staff by seniority. The Employer shall provide the equivalency in dollar value to those required to park off site as the Employer pays for the spaces on site, with the payment made directly to the parking lot company.

15.09 Personnel File

- (a) An employee shall have the right to read and review his/her personnel file on reasonable notice and by written request to the Human Resources Manager. An employee may request and shall receive a copy of any record or document contained in the employee's personnel file. The employee may request a Union representative to be present at the time of examination.
- (b) A representative of the union shall have the right to read and review an employee's personnel file on written authorization of the employee and upon reasonable notice and by written request to the Human Resources Manager. On request, the union representative shall be provided with copies of all pertinent documents.
- (c) An employee who has been subject to disciplinary action may, after twenty four months of continuous service from the date of the disciplinary action, request that her personal file be expunged of any record of the action. The Employer shall grant such a request provided:
 - (i) the employee's file does not contain any further action during that twenty four (24) month period, and
 - (ii) the disciplinary action is not the subject of any unresolved grievance.

ARTICLE 16 - DISCIPLINE AND TERMINATION

16.01

It is hereby agreed that the Employer has the right to discipline or discharge for just cause, and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. At the time of discipline or discharge, the Employer will provide the employee with a written statement, clearly establishing the reasons for such discharge, with a copy to the Union. An employee shall have the right to have the Job Steward(s) or Union Representative of the Union attend a meeting scheduled to deal with disciplinary action.

16.02

If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Employer, reinstated to her former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

16.03

An employee whose employment is terminated by the Employer, as set forth in Section 1 above, shall be paid all vacation credits and salary due upon such termination of employment.

ARTICLE 17 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation

- (a) Wherever possible, the Employer shall provide the Union with up to six (6) months' written notice of intention to introduce a measure, policy, practice or change that will affect the terms, conditions or security of employment of an employee.
- (b) After the required notice has been given, the Employer and the Union will meet in good faith and endeavour to develop an adjustment plan appropriate to the scope and extent of the pending change(s) identified above and consistent with the provisions of the appropriate legislation.

17.02

Wherever practical, an employee becoming redundant due to new equipment or procedures shall be eligible for re-training to equip her for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay, to the affected employee.

17.03

In cases where the re-training of an employee is not practical, or where another position with the Employer is not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Section shall receive all the benefits she had accrued during employment at the end of the recall period or at such earlier time as she may elect to terminate.

17.04

Where recall is applied under Section 3 above, a specified extension of the recall period may be mutually agreed upon by the employee and the Employer, subject to written approval by the Union.

ARTICLE 18 - GRIEVANCES

18.01

"Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Employer and any employee or employees bound by the Collective Agreement or between the Employer and the Union.

18.02

Grievances or complaints shall be settled in the following manner:

- (a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Employer or Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

Step 1: The employee, with or without a job steward shall first take up the grievance with the Supervisor directly in charge of the work within five (5) working days of the circumstances giving rise to the grievance.

Step 2: If the grievance is not satisfactorily settled at Step 1, the employee and the Chief Job Steward or Representative shall submit the grievance, in writing, to the General Manager or representative designated by the Employer, within the next ten (10) working days. The Union Representative and the Employer Representative shall meet within fifteen (15) working days of receipt of the grievance to discuss and attempt to reach a settlement.

Step 3: If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days to Arbitration as set forth in Article 19 or 20.

18.03

Any grievance which is not presented within the time limits set out in this article shall be forfeited and waived by aggrieved party. The time limits set forth in this article may be amended by mutual agreement of the Parties.

18.04

Nothing in the grievance procedure shall be deemed to take away the right of any employee to present and discuss directly with the Employer, a problem of a personal nature. An employee shall have the right to union representation if requested.

ARTICLE 19 - ALTERNATE DISPUTE RESOLUTION

Notwithstanding the procedures set out in Article 18 the Parties agree to incorporate the expedited arbitration procedure outlined below as follows:

Expedited Arbitration – Alternate Dispute Resolution (ADR)

Expedited arbitration is intended to provide a timely resolution with minimal formality. The terms are:

- (a) Mutual agreement by both parties is required.
- (b) Neither side shall be represented by lawyers hired for this purpose.
- (c) Neither side will call witnesses unless by mutual agreement.
- (d) The single arbitrator will be the first available for mutually agreeable date(s) from the following list:
 1. Chris Sullivan
 2. Judi Korbin
 3. Or other arbitrator by mutual agreement between the Parties.
- (e) Every effort will be made to complete the hearing in one working day.
- (f) If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days.
- (g) Awards will be limited to the decision with a summary of the arbitrator's reasons.
- (h) All expedited arbitration decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances.
- (i) Each party shall pay their own costs and expenses of the Arbitration and one-half (1/2) of the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 - SINGLE ARBITRATOR

As an alternative procedure to Article 19, if the Parties to this Agreement mutually agree, they may use the services of a single arbitrator as a means of settling grievances and disputes.

1. The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 18.02(b), Step 3.
2. The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such notice or in the event one (1) of the Parties declines the procedure, notice of Arbitration as provided in Article 19 may be given by either Party.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his/her award within fifteen (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 19 of this Agreement.

4. Each Party shall pay its own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 21 - HEALTH AND SAFETY

21.01 Workload

- (a) An employee will not be expected to perform duties beyond a reasonable amount, in an amount such that the employee is over-burdened, nor such that the employee is caused undue stress.
- (b) The Employer will make a reasonable effort to maintain a staffing level directly proportionate to the work level.
- (c) In any situation where an employee is absent and coverage of the duties of the absent employee is required, the Employer shall prioritize duties from the two affected positions to establish those to be performed during a period of coverage. This combination of duties shall not result in the workload of more than one position.

ARTICLE 22 – DURATION

22.01

This Agreement shall be binding and remain in full force for the period from and including March 1, 2018 to and including February 28, 2023.

22.02

It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia.

22.03 Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining. If notice is not given by either party 90 days or more before the expiry of the agreement, both parties are deemed to have given notice.

22.04 Agreement to Continue in Force

Both parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until new or revised Agreement is signed by the Parties without prejudicing the position of the new or revised Agreement.

Dated this Day of , 2018 at Vancouver, British Columbia.

**Signed on behalf of the
Employer
Party of the First Part:**

(original signed)

Kitty Chiu, Human Resources

Bob Nakagawa, Registrar

**Signed on behalf of the
Union
Party of the Second Part:**

(original signed by)

Noel Gulbransen,
Union Representative

Megi Koroveshi, Job Steward

Elsie Farkas, Job Steward

E&OE
:sh usw2009

APPENDIX A

CLASSIFICATIONS

POSITION

CATEGORY 2

Administrative Assistant – Office Services

CATEGORY 3

Administrative Assistant – Complaints and Investigations

Administrative Assistant – Operations

CATEGORY 4

Administrative Assistant – Licensure & Pharmacy Renewals

Administrative Assistant – Practice Review & Quality Assurance

Administrative Assistant – Registration & Registrant Renewals

APPENDIX “A”

CLASSIFICATIONS AND SALARIES

POSITION	%	START	12 MONTHS	24 MONTHS	36 MONTHS
CATEGORY 2					
March 1, 2018	2%	<u>38691.00</u>	<u>41914.00</u>	<u>45784.74</u>	<u>49007.94</u>
March 1, 2019	2%	<u>39464.82</u>	<u>42752.28</u>	<u>46700.43</u>	<u>49988.10</u>
March 1, 2020	2.25%	<u>40352.78</u>	<u>43714.21</u>	<u>47751.19</u>	<u>51112.83</u>
March 1, 2021	2.25%	<u>41260.72</u>	<u>44697.78</u>	<u>48825.60</u>	<u>52262.87</u>
March 1, 2022	2.25%	<u>42189.08</u>	<u>45703.48</u>	<u>49924.17</u>	<u>53438.78</u>

CATEGORY 3

March 1, 2018	2%	<u>46428.36</u>	<u>49007.94</u>	<u>51587.52</u>	<u>54167.10</u>
March 1, 2019	2%	<u>47356.93</u>	<u>49988.10</u>	<u>52619.27</u>	<u>55250.44</u>
March 1, 2020	2.25%	<u>48422.46</u>	<u>51112.83</u>	<u>53803.20</u>	<u>56493.58</u>
March 1, 2021	2.25%	<u>49511.96</u>	<u>52262.87</u>	<u>55013.78</u>	<u>57764.68</u>
March 1, 2022	2.25%	<u>50625.98</u>	<u>53438.78</u>	<u>56251.59</u>	<u>59064.39</u>

CATEGORY 4

March 1, 2018	2%	<u>51587.52</u>	<u>54490.44</u>	<u>58035.96</u>	<u>59969.88</u>
March 1, 2019	2%	<u>52619.27</u>	<u>55580.25</u>	<u>59196.68</u>	<u>61169.28</u>
March 1, 2020	2.25%	<u>53803.20</u>	<u>56830.80</u>	<u>60528.60</u>	<u>62545.59</u>
March 1, 2021	2.25%	<u>55013.78</u>	<u>58109.50</u>	<u>61890.50</u>	<u>63952.86</u>
March 1, 2022	2.25%	<u>56251.59</u>	<u>59416.96</u>	<u>63283.03</u>	<u>65391.80</u>

LETTER of UNDERSTANDING #1

Sexual and/or Personal Harassment in the Workplace

BETWEEN: **College of Pharmacists of British Columbia**

AND: **MoveUP (Canadian Office and Professional Employees Union
Local 378)**

- (a) MoveUP and the Employer recognize the right of an employee to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment is engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
- (i) sexual solicitation or advance or inappropriate physical contact and sexual assault;
 - (ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate physical contact is rejected.
- (c) Personal harassment is any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the BC Human Rights Code (race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age) that is likely to cause offence or humiliation to any person.
- (d) Bullying includes any inappropriate conduct or comment by a person towards a colleague that the person knew or reasonably ought to have known would cause that colleague to be humiliated or intimidated. Bullying behavior includes, but is not limited to:
- (i) Verbal aggression or yelling
 - (ii) Humiliating initiation practices or hazing
 - (iii) Spreading malicious rumors or calling someone derogatory names
- Bullying excludes:
- (g) Expressing differences of opinion
 - (ii) Offering constructive feedback, guidance, or advice about work-related behavior
 - (iii) Reasonable action taken by an employer or supervisor or supervisor, relating to the management and direction of employees, or the place of employment (e.g., managing an employee's performance, taking reasonable disciplinary actions, assigning work)
- (e) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Registrar of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

- (i) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
 - (ii) The Registrar's designate and a Union representative shall investigate the complaint and shall submit reports to the Registrar, in writing, within thirty (30) days of receipt of the complaint. The Registrar shall within thirty (30) days of receipt of the reports give such orders as may be necessary to resolve the issue.
 - (iii) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
 - (iv) Pending determination of the complaint, the Registrar may take interim measures to separate the employees concerned if deemed necessary.
- (f) Where either Party to the proceeding is not satisfied with the Registrar's response, the complaint will, within thirty (30) days, be put before a panel consisting of a Union Representative, an Employer Representative, and a mutually agreed upon Chairperson, and the majority decision will be final and binding. The panel shall have the right to:
- (i) dismiss the complaint;
 - (ii) determine the appropriate level of discipline to be applied to the offender; and/or
 - (iii) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (g) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Registrar or the panel.

**Signed on behalf of the
Employer**

(original signed by)
Registrar

**Signed on behalf of the
Union**

(original signed by)
Union Representative

MEMORANDUM of UNDERSTANDING

BETWEEN: **College of Pharmacists of British Columbia**

AND: **MoveUP (Canadian Office and Professional Employees Union Local 378)**

The Parties agree to:

Remove APPENDIX B Job Descriptions.

The Parties agree that the existing job profiles (without KPI) are the current job descriptions and are agreed to by the parties.

The Parties agree that the current positions are properly classified.

**Signed on behalf of the
Employer**

**Signed on behalf of the
Union**

(original signed by)

Registrar

(original signed by)

Union Representative