

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BRITISH COLUMBIA AUTOMOBILE ASSOCIATION  
SERVICE LOCATIONS**

**AND**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES'  
UNION  
LOCAL 378**

**TERM: October 1, 2014 to September 30, 2018**



## Table of Contents

<b>PREAMBLE</b> .....	<b>7</b>
<b>ARTICLE 0 - DEFINITION</b> .....	<b>7</b>
0.01 Bargaining Unit Defined .....	7
0.02 Definition of Employee .....	7
0.03 Union is Exclusive Bargaining Agent .....	7
0.04 Singular/Plural.....	7
0.05 Interpretation of Time Period Terminology .....	7
0.06 Management Rights.....	7
0.07 Employment Status .....	8
0.08 Letters of Understanding .....	8
<b>ARTICLE 1 - UNION SECURITY</b> .....	<b>9</b>
1.01 Union Dues Deduction .....	9
1.02 Acquainting New Employees .....	9
1.03 Assignments of Earnings and Employee Information .....	9
1.04 Contracting Out .....	9
1.05 No Discrimination for Union Activity .....	10
<b>ARTICLE 2 - UNION RECOGNITION</b> .....	<b>11</b>
2.01 Recognition of Union Representatives.....	11
2.02 Bulletin Boards.....	11
2.03 Right to Have Job Steward Present .....	11
2.04 Union and Employer Communications .....	11
2.05 Union Leaves.....	11
2.06 No Other Agreement .....	12
2.07 Job Stewards.....	12
<b>ARTICLE 3 - GRIEVANCE PROCEDURE</b> .....	<b>13</b>
3.01 Grievance Steps.....	13
3.02 Arbitration .....	14
3.03 Mediation and Alternate Dispute Resolution .....	14
3.04 Time Limits .....	14
3.05 Policy Grievance .....	14
3.06 Suspension and Termination Grievances .....	15
3.07 Job Classification Disputes .....	15
3.08 Job Selection Grievances .....	15
3.09 Discussions with Grievor .....	15
3.10 Attendance of Grievor at Grievance Meeting .....	15
3.11 Attendance of Job Stewards at Grievance Meetings .....	15
<b>ARTICLE 4 - SENIORITY</b> .....	<b>16</b>
4.01 Seniority Defined .....	16
4.02 Seniority Lists.....	16
4.03 Loss of Seniority .....	16
4.04 Seniority Accrual.....	17

<b>ARTICLE 5 - EMPLOYMENT, DISCHARGE AND TERMINATION .....</b>	<b>18</b>
5.01 Letters of Appointment .....	18
5.02 Probationary Employees.....	18
5.03 Letters of Discipline.....	18
5.04 Discharge and Suspension.....	18
5.05 Personnel Files .....	18
5.06 Formal Performance Appraisals.....	19
<b>ARTICLE 6 - JOB POSTINGS AND COMPETITIONS.....</b>	<b>20</b>
6.01 Job Postings.....	20
6.02 Job Selection .....	20
6.03 Trial Period.....	20
<b>ARTICLE 7 - LAYOFF AND RECALL .....</b>	<b>21</b>
7.01 Notification.....	21
7.02 Pre-Layoff Canvas and Vacancy Placement.....	21
7.03 Sequence of Layoff.....	21
7.04 Notice and Severance Pay .....	22
7.05 Recall List and Procedure.....	23
7.06 Copies of Recall Lists and Notices to the Union.....	24
<b>ARTICLE 8 - TECHNOLOGICAL CHANGE .....</b>	<b>25</b>
8.01 Introduction of New Technology .....	25
<b>ARTICLE 9 - POSITION CLASSIFICATION AND DESCRIPTION.....</b>	<b>26</b>
9.01 Position Classifications .....	26
9.02 Duty Officers .....	26
9.03 Level 3 General Insurance Agent .....	26
<b>ARTICLE 10 - SALARY ADMINISTRATION .....</b>	<b>27</b>
10.01 Pay According to Position Classification.....	27
10.02 Pay Rates and Calculation.....	27
10.03 Pay Rate at Time of Hire.....	27
10.04 Performance Appraisals and Step Progression.....	27
10.05 Rate of Pay upon Promotion or Re-Classification .....	29
10.06 Rate of Pay upon Transfer to a Lower Salary Range .....	29
10.07 Application of Salary Adjustments to Red-Circled Salaries .....	29
10.08 Work in a Lower Pay Classification.....	29
10.09 Work in a Higher Pay Classification .....	29
10.10 Bonus Plan.....	30
10.11 Pay Adjustment .....	30
10.12 Distribution of Work .....	30
<b>ARTICLE 11 - HOURS OF WORK .....</b>	<b>31</b>
11.01 Standard Work Week .....	31
11.02 Work Schedules.....	31
11.03 Lunch Periods and Rest Periods.....	31
11.04 Mutual Exchange of Working Hours .....	31
11.05 Hours of Work.....	32
<b>ARTICLE 12 - OVERTIME.....</b>	<b>33</b>
12.01 Definition of Overtime .....	33

12.02	Overtime Rates .....	33
12.03	Overtime Rate Calculation .....	33
12.04	Minimum Rest Period .....	33
12.05	Overtime Meal Allowance .....	33
12.06	Fam Trips and Tour Hosting .....	33
12.07	Attendance at Meetings .....	33
12.08	Callout .....	34
12.09	Banking of Overtime .....	34
<b>ARTICLE 13 - ANNUAL VACATIONS.....</b>		<b>35</b>
13.01	Vacation Based on Service .....	35
13.02	Minimum of Three (3) Months Service .....	35
13.03	Vacation Entitlement and Vacation Pay .....	35
13.04	Pay in Advance .....	35
13.05	Paid Holiday Falling within the Vacation Period .....	36
13.06	Disruption of Vacation Due to Hospitalization and Bereavement .....	36
13.07	Vacation Pay While Relieving In a Higher Pay Classification .....	36
13.08	Vacation Scheduling .....	36
<b>ARTICLE 14 - PAID HOLIDAYS.....</b>		<b>38</b>
14.01	Paid Holidays .....	38
14.02	Date of Observance .....	38
14.03	Eligibility for Holiday Pay .....	38
14.04	Notice for Work on a Paid Holiday .....	38
14.05	Employee Working on a Holiday .....	39
<b>ARTICLE 15 - SHORT TERM DISABILITY .....</b>		<b>40</b>
15.01	Eligibility .....	40
15.02	Short Term Disability Entitlement .....	40
15.03	Medical/Dental Appointments .....	40
15.04	Short Term Disability Leave Recovery .....	40
15.05	Medical Certificate .....	40
15.06	Short Term Disability for Regular Part Time (+20) Employees .....	41
<b>ARTICLE 16 - EMPLOYEE BENEFIT PLANS .....</b>		<b>42</b>
16.01a	Benefit Plan Continuation .....	42
16.01b	Benefit Coverage for Mature Workers .....	42
16.01c	Benefit Changes .....	42
16.02	Benefit Premiums Revisions .....	42
16.03	Benefit Coverage While on Leave or Layoff .....	42
16.04	BCAA Products and Services .....	42
<b>ARTICLE 17 - LEAVES OF ABSENCE .....</b>		<b>43</b>
17.01	Bereavement Leave .....	43
17.02	Jury Duty and Subpoenas .....	43
17.03	Examination Leave .....	43
17.04	Maternity/Parental Leave .....	43
17.05	Leave of Absence without Pay .....	43
17.06	Family Responsibility Leave .....	44
17.07	Special Leave .....	44

17.08	Other Religious Observances .....	44
17.09	Compassionate Care Leave .....	44
<b>ARTICLE 18 - TRANSPORTATION AND TRAVEL.....</b>		<b>45</b>
18.01	Headquarters.....	45
18.02	Use of Personal Vehicles.....	45
18.03	Business Travel .....	45
18.04	Travel To and From BCAA Mandatory Business Functions Away from Established Headquarters.....	45
18.05	Travel Expenses Associated with Corporate Training.....	46
<b>ARTICLE 19 - TRAINING AND DEVELOPMENT.....</b>		<b>47</b>
19.01	Training Assistance .....	47
19.02	Financial Aid, Training Courses .....	47
19.03	Training Approval .....	47
19.04	Training Time.....	47
19.06	Training Programs Paid for by the BCAA .....	47
<b>ARTICLE 20 - HEALTH AND SAFETY .....</b>		<b>48</b>
20.01	Statutory Safety Health Compliance .....	48
20.02	Joint Occupational Safety and Health Committee .....	48
20.03	Unsafe Work Conditions.....	48
20.04	Investigation of Accidents.....	48
20.05	Ergonomics and Video Display Terminals.....	48
20.06	First Aid Premiums .....	48
<b>ARTICLE 21 - STRIKES AND LOCKOUTS .....</b>		<b>49</b>
21.01	Not to Occur .....	49
<b>ARTICLE 22 - SAVINGS CLAUSE .....</b>		<b>50</b>
<b>ARTICLE 23 - JOINT CONSULTATION COMMITTEE .....</b>		<b>51</b>
23.01	Committee Representation .....	51
23.02	Meetings of the Joint Consultation Committee.....	51
23.03	Purpose of the Joint Consultation .....	51
<b>ARTICLE 24 - ELECTRONIC MONITORING.....</b>		<b>52</b>
<b>ARTICLE 25 - DISCRIMINATION AND HARASSMENT .....</b>		<b>53</b>
<b>ARTICLE 26 - DURATION OF AGREEMENT .....</b>		<b>54</b>
26.01	Duration of the Collective Agreement .....	54
26.02	Collective Agreement Continues .....	54
26.03	Exclusion of Section 50(2) and (3) .....	54
<b>SIGNATURES.....</b>		<b>55</b>
<b>APPENDIX A - POSITION CLASSIFICATIONS.....</b>		<b>56</b>
<b>SALARY RANGES .....</b>		<b>57</b>
	2014/2015 Salary Structure (Monthly) .....	57
	2015/2016 Salary Structure (Monthly) .....	57
	2016/2017 Salary Structure (Monthly) .....	58
	2017/2018 Salary Structure (Monthly) .....	58
<b>Letter of Understanding #1 .....</b>		<b>59</b>
<b>(Previously LOU #3) .....</b>		<b>59</b>
	Employee Concerns and Grievances Related to Article 25 .....	59

<b>Letter of Understanding #2</b> .....	<b>60</b>
<b>(Previously LOU #4)</b> .....	<b>60</b>
Professional Association Dues and Fees.....	60
<b>Letter of Understanding #3</b> .....	<b>61</b>
<b>(Previously LOU #8)</b> .....	<b>61</b>
Performance and Long Service Payments.....	61
<b>Letter of Understanding #4</b> .....	<b>62</b>
Employee Consultation.....	62
<b>Letter of Understanding #5</b> .....	<b>63</b>
Short Term Disability .....	63

## **PREAMBLE**

The purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, wages and benefits for the employees; to maintain collective bargaining relations between the Employer and the Union; and to provide for the prompt and equitable disposition of disputes.

## **ARTICLE 0 - DEFINITION**

### **0.01 Bargaining Unit Defined**

The Association recognizes the COPE Local 378 as the bargaining agent for employees in the Bargaining Unit defined by the Labour Relations Board in the Certificate issued on November 18, 1997.

### **0.02 Definition of Employee**

Employees, wherever mentioned in this Agreement, shall mean all bargaining unit employees who are employed at the service locations for which the union is certified.

The definition of spouse for the purposes of this Agreement shall include common-law spouse and same-sex spouse.

### **0.03 Union is Exclusive Bargaining Agent**

The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees as defined in article 0.01, for the purpose of determining working conditions and conditions of employment as contained in this agreement.

### **0.04 Singular/Plural**

Singular and Plural - wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.

### **0.05 Interpretation of Time Period Terminology**

References to weeks, months or years shall mean calendar weeks, months, or years, unless otherwise stated in the context. References to "days" means working days unless otherwise stated in the context.

### **0.06 Management Rights**

Except as provided specifically herein, nothing in this Agreement shall limit the Employer in the exercise of its function of Management, and without restricting the generality of this statement to direct, manage and administer its affairs.

The Employer has the right to discharge, suspend or otherwise discipline an employee for just and reasonable cause.

## **0.07 Employment Status**

### ***Regular Full Time (RFT)***

Employees hired to fill ongoing positions which are scheduled to average thirty-five (35) or more hours per week.

### ***Regular Part Time Plus 20 (RPT+20)***

Employees hired to fill ongoing positions which have weekly schedules which consistently average twenty (20) or more hours per week.

### ***Regular Part Time Minus 20 (RPT-20)***

Employees hired to fill ongoing positions which have weekly schedules which consistently average less than twenty (20) hours per week.

### ***Temporary (Temp)***

Employees hired to fill temporary assignments of up to thirty-five (35) hours per week, which have a specific or estimated end date, normally for a period of twelve (12) months or less.

### **Casual**

On call employees who, on a voluntary basis, make themselves available for intermittent periods to meet variable and fluctuating operational needs.

### **Students**

Employees who are registered students at a bone fide educational institution. Students will either be hired with casual, part-time or temporary employee status.

## **0.08 Letters of Understanding**

Letters of Understanding signed by the parties from time to time during the life of this Agreement shall be a part of this agreement. Where no termination date is specified then the Letter of Understanding will continue from year to year.



## **ARTICLE 1 - UNION SECURITY**

### **1.01 Union Dues Deduction**

The Employer agrees that all employees covered by this Agreement shall sign a dues authorization form within twenty-one (21) calendar days of settlement of this Agreement, or within twenty-one (21) calendar days of the date of employment with the Employer, whichever date last occurs, as a condition of continued employment.

The Employer agrees that all new employees hired after the date of certification shall make an application to become a member of the Union and maintain such membership as a condition of continued employment.

A person who was an employee at the time of certification and is not a member of the Union at the time of settlement of this agreement shall not be required to become a Union member.

A person who was an employee at the time of certification and is a member of the Union at the time of settlement of this agreement shall maintain such membership as a condition of continued employment.

For the purpose of this Article, date or time of certification shall mean the date of certification at each location.

### **1.02 Acquainting New Employees**

The Employer will provide dues authorization forms and Union membership forms to new employees for their completion and signing. The Employer will forward the executed documents to the Union within twenty-eight (28) calendar days of the employee's date of hire. Such forms will be provided to the Employer by the Union, and will allow employees to authorize the release of their social insurance number to the Union.

The Employer will provide the employee with a list of Job Stewards within their service location.

### **1.03 Assignments of Earnings and Employee Information**

The Employer will honour written assignments of gross earnings for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- |                             |                             |
|-----------------------------|-----------------------------|
| (a) Social Insurance Number | (e) position classification |
| (b) name - address          | (f) employee status         |
| (c) gross earnings          | (g) date of hire            |
| (d) amount of dues deducted | (h) service <u>location</u> |

### **1.04 Contracting Out**

The Association will inform and discuss with the Union the need to contract out bargaining unit work before doing so. The purpose of the discussion will be to determine ways to minimise the impact of such contracting out on employees. Any employee displaced from their current employment by the contracting out of bargaining

unit work will be entitled to twice the severance pay they would be entitled under Article 7 of this agreement.

#### **1.05 No Discrimination for Union Activity**

In keeping with the intent of the Labour Relations Code of British Columbia, the Employer and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union and the Employer shall not participate in or interfere with the administration of the Union.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.01 Recognition of Union Representatives**

The Employer will recognize individuals and/or employees elected, appointed or designated by the Union as a representative. In doing so the Union will notify the Employer in writing of the duties and responsibilities of each of the individuals or employees concerned and will keep the Employer current should changes occur.

### **2.02 Bulletin Boards**

Bulletin Board space, exclusive to union content will be made available to the Union at all locations of the Employer that are included in the Union certification, for posting notices relative to meetings and Union activities.

### **2.03 Right to Have Job Steward Present**

Where a meeting is to occur for the purpose of disciplining a particular employee, the Employer shall advise that employee the nature of the meeting in advance of such meeting. Upon being advised, the employee will have the right to have in attendance a job steward or Union Representative; however an employee may not insist upon a particular job steward should this have the effect of unduly delaying the meeting.

An employee shall have the right to confirm with an Employer representative, either before or during the meeting, if any meeting that the employee is asked to attend, may be the basis for disciplinary action against the employee. If the Employer representative confirms that it may be a basis for disciplinary action, in keeping with the above, the employee will have the right to have a job steward or Union Representative present.

Where the foregoing pertains to a job steward, a Union representative may be present if this does not unnecessarily delay the meeting.

Employee coaching sessions and performance evaluations are not to be considered as formal discipline meetings. However, where an employee would like to review the results of a performance evaluation or the results of a performance development plan discussion with the employee's supervisor, the employee may request and have the employee's job steward or Union Representative present.

Where disciplinary action is taken in connection with matters addressed in an appraisal, the Association shall issue a letter of discipline concerning these matters separate and apart from the appraisal document.

### **2.04 Union and Employer Communications**

The Employer and the Union agree that copies of all correspondence between the parties related to matters covered by the Agreement shall mutually be sent to the Sr. Vice President, People & Community and the President of the Union or their respective designates.

### **2.05 Union Leaves**

Employees elected or appointed to attend Executive Board meetings, Executive Council meetings, job steward training, and health and safety training may request a

leave of absence without pay to attend such meetings. Requests for such leaves are to be forwarded to their respective Supervisor for consideration at least five (5) weeks in advance of the commencement date of the leave. The maximum amount of bargaining unit leave that may be taken in conjunction with this clause is twenty (20) days per annum per employee or forty (40) days per annum for employees elected as Union Executive Officers. The maximum number of employees who may be away at the same time, in any one location, for the above described reasons is one (1).

These totals do not include any time that is granted to authorized employee representatives for attendance at negotiations or for Union committee meetings. In these situations, the granting of leaves will be in keeping with the practice of the Employer during the previous set of negotiations.

The approval of such leaves will be based on operational requirements and will not be unreasonably denied.

The Employer will continue to pay the employees on such leave and will bill the Union for all employee costs, including benefits, related to the absence.

## **2.06 No Other Agreement**

Neither the Employer nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

## **2.07 Job Stewards**

The Employer shall recognize Job Stewards and alternates at each unionized location. Normally one (1) Steward per meeting based on the Employer's needs and the Employer needs to continue to meet operational requirements. The Union shall notify the Employer of the names of such Stewards in writing immediately upon their appointment and shall notify the Employer in writing of any changes in these names.

The authority of the Job Stewards shall include the following activities:

- a) The investigation and presentation of grievances, and
- b) Posting of Union notices, bulletins or other information to employees or to the Employer.
- c) When requested by management, consultation on the issues that pertain to this agreement which may have an effect on the employees.
- d) To bring to management's attention, the issues that pertain to this agreement which may have an effect on the employees.

Although, where possible, Job Stewards shall carry out their duties outside of regular working hours, if it is necessary for any Job Steward to take time off during working hours to attempt to settle a grievance the employee shall make satisfactory arrangements with the employee's immediate Supervisor before leaving the employee's place of work. The maximum amount of paid time that may be requested in any one (1) working day for this purpose, taking into account operational needs, is one half (1/2) hour. The Employer may approve additional time away from their place of work on an individual non-precedent basis.

## **ARTICLE 3 - GRIEVANCE PROCEDURE**

### **3.01 Grievance Steps**

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement will be dealt with in the following manner. The employees shall continue to work until such grievance is settled:

Should an employee have a concern relating to the application of this Agreement, it shall first be discussed with the employee's manager. The purpose of this discussion is to explore the employee's concern with the potential of reaching a resolution to the matter.

#### (a) Step 1

Within fourteen (14) calendar days from the date of the incident that gave rise to the concern, the Union will provide to the employee's manager a written grievance.

Within seven (7) calendar days of receipt of this grievance, the employee's Manager, or designate, will discuss the grievance jointly with the Job Steward or Union Representative and the employee. The Manager, or designate, will render a decision in writing to the Job Steward with a copy to the employee and the Union within seven (7) calendar days of the date of this discussion at Step 1.

#### (b) Step 2

Should the grievance be unresolved at Step 1, the Union may refer the matter to Step 2 in writing to the Sr. Manager, People Services, or designate, within seven (7) calendar days of receipt of the Manager's decision at Step 1.

Within seven (7) calendar days of receipt of such Step 2 grievance, the Sr. Manager, People Services, or designate, will discuss the grievance jointly with the Job Steward or Union Representative and the employee. The Sr. Manager, People Services, or designate, will render a decision in writing to the Job Steward with a copy to the employee and the Union, within seven (7) calendar days of the date of this discussion at Step 2.

#### (c) Step 3

Should a grievance be unresolved at Step 2, the Union may refer the matter to Step 3 in writing to the Vice-President, People & Development, within seven (7) calendar days of receipt of the Sr. Manager, People Services, or designates decision at Step 2.

Within seven (7) calendar days of receipt of such Step 3 grievance, the Sr. Vice President, People & Community, or designate, will discuss the grievance with the Union Representative and the employee. The Vice-President, People & Development, or designate, will render a decision in writing to the Union Representative with a copy to the employee within seven (7) calendar days of the date of the discussion at Step 3.

Should a grievance be unresolved at Step 3, the Union may refer the matter to Arbitration in writing to the Vice-President, People & Development, within thirty (30) calendar days of receipt of the Sr. Vice President, People & Community, or designates decision at Step 3.

### **3.02 Arbitration**

- a) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within fourteen (14) calendar days of written notice to arbitrate the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the Director of the Collective Agreement Arbitration Bureau to make an appointment.
- b) The Arbitrator shall hear the parties, settle the terms of the question to be arbitrated, and make his/her award within fourteen (14) calendar days from the day of the hearing. This time limit may be extended by the mutual agreement of the parties.
- c) Each party to this Agreement will equally share the fee, expenses and disbursements of the arbitrator and each party shall bear its own costs.
- e) The arbitrator shall not be authorised to alter, modify or amend any part of this Agreement.

### **3.03 Mediation and Alternate Dispute Resolution**

- a) The Employer and the Union have agreed to appoint Rod Germaine or Lisa Hansen (alternate) to facilitate mediation or other alternate dispute resolution processes (as determined by the parties).
- b) Both parties must agree to the format of this process in advance.
- c) Both parties will share equally the cost of this process.
- d) It is understood that either party may withdraw from this process at any time.
- e) Resolutions under this process are without prejudice or precedent, unless agreed otherwise by the parties.

### **3.04 Time Limits**

The time limits set out in this Article may be extended by mutual agreement of the Company and the Union, which will be confirmed in writing. Such agreement will not be unreasonably withheld. If the time limits specified or agreed to are not met, the grievance will be deemed to be abandoned.

### **3.05 Policy Grievance**

A policy grievance may be initiated by the Company or the Union at any time within thirty (30) calendar days of the incident that gave rise to the difference by the submission of a written grievance to the Union Representative of the Union or the Sr. Vice-President, People & Community, for the Company. A policy grievance will commence at Step 3.

### **3.06 Suspension and Termination Grievances**

Suspension and termination grievances may be initiated by the Union within fourteen (14) calendar days of the occurrence. Such grievance will be in writing and submitted to the Vice-President, People & Development. A Suspension and Termination grievance will commence at Step 3.

### **3.07 Job Classification Disputes**

Where a new or substantially altered job classification is introduced the Company shall assign an interim wage rate and meet with the Union to negotiate the wage rate within thirty (30) calendar days of the job classification being introduced or substantially altered. In the event that the parties cannot agree on a wage rate the matter may be referred to Arbitration for a final and binding decision in accordance with Article 3.02. The Employer may fill the position even though the matter may have been referred to arbitration.

### **3.08 Job Selection Grievances**

Grievances concerning job selection shall be initiated by the employee within fourteen (14) calendar days of announcing the successful candidate for the position. A selection grievance will commence at Step 1.

The Employer will share information relevant to the job selection grievance with the Union, at Step 1 of the Grievance Procedure.

The Union will provide the successful applicant with a copy of the grievance at Step 1.

### **3.09 Discussions with Grievor**

After a grievance has been submitted, the Employer will not enter into discussions with the Grievor with regard to the substance of the grievance without Union representation.

### **3.10 Attendance of Grievor at Grievance Meeting**

The aggrieved employee may be present at any or all steps of the Grievance Procedure if the employee desires, and will be paid their regular pay to attend those meetings (but will not be eligible for overtime or extra pay as a result of the grievance meeting). These meetings will usually occur on the employee's regularly scheduled work day.

### **3.11 Attendance of Job Stewards at Grievance Meetings**

A Job Steward (and/or other Union Representative) will be present at any or all stages of the grievance procedure. The Job Steward will be paid their regular pay to attend these meetings (but will not be eligible for overtime or extra pay as a result of the grievance meeting).

## **ARTICLE 4 - SENIORITY**

### **4.01 Seniority Defined**

Seniority is defined as the length of uninterrupted regular employment since the employee was hired as a regular employee in the bargaining unit. Seniority will accrue for regular (full\_time and part\_time) employees only.

Temporary employees will not accrue seniority except as noted within the following paragraph.

Where a temporary employee moves to regular status, their seniority date will be adjusted to include the following:

- a) all days worked during an assignment that occurred immediately prior to, and without interruption to becoming a regular employee.

An employee who accepts a temporary assignment to a management position will, upon return to their bargaining unit position, receive seniority credit for the time spent in the excluded position. Full union dues will be remitted during the temporary assignment.

An employee who accepts a temporary assignment in a non-bargaining unit office that is not a management position will, upon return to the bargaining unit position, receive seniority credit for the time spent in the non-bargaining unit office. Full union dues will be remitted during the temporary assignment.

### **4.02 Seniority Lists**

The Employer will provide the Union with a seniority list once per year. This will occur in January of each year.

The Employer will post the seniority list for the location, at the worksite, on a quarterly basis, and a copy will be forwarded to the Union.

### **4.03 Loss of Seniority**

Employees shall lose their seniority and their employment if they:

- a) Quit their employment with the Employer.
- b) Are discharged for just and reasonable cause or terminated pursuant to proper application of the Agreement.
- c) Are absent without authorisation (AWOL) without an acceptable reason.
- d) Have been laid off and do not work as a regular employee for a period exceeding one (1) year.
- e) Accept severance pay.
- f) Overstay without acceptable reason, a leave of absence granted by the Employer.



Employees shall lose their seniority if they leave the bargaining unit, except as noted within the following paragraph.

Employees shall lose their seniority if they move to temporary status within the bargaining unit. Should the employee return to regular status without an interruption of employment then the employee will have their seniority reinstated, which will include their time as a temporary employee.

#### **4.04 Seniority Accrual**

Seniority will continue to accrue during the following situations:

- a) employees on layoff of one (1) year or less.
- b) employees away from work for periods of approved absence.
- c) as outlined in 4.01.

## **ARTICLE 5 - EMPLOYMENT, DISCHARGE AND TERMINATION**

### **5.01 Letters of Appointment**

All new employees will receive a letter of appointment setting out their date of hire, job title, salary, and employment status.

### **5.02 Probationary Employees**

For all positions covered by this Agreement there is a specific probationary period, as stated below. A probationary employee may be terminated any time during the probationary period if the Employer determines that the employee is unsuitable. The employer may extend the probationary period and the employee will be notified in writing of the extension and the reason(s) for the extension.

- 1) For an employee entering full time regular service the probationary period will be one hundred and twenty (120) days worked.
- 2) For an employee entering regular part-time +20 service, the probationary period will be eight (8) months. (may be extended in cases of absences of longer than (2) weeks duration)
- 3) For an employee entering regular part-time – 20 service, the probationary period will be twelve (12) months. (may be extended in cases of absences of longer than (2) weeks duration)

### **5.03 Letters of Discipline**

The Employer will provide the Union copies of letters of warning, suspensions, terminations and any letters referencing that “employment may be in jeopardy” including probationary period extensions.

### **5.04 Discharge and Suspension**

The Employer will provide its decision relating to discharge and suspension, in a timely manner.

The Employer will provide to the employee concerned, written reasons for any discharge or suspension issued and the Union will receive a copy of such letter by close of business the following day.

### **5.05 Personnel Files**

A personnel file will be maintained in the People & Development Department by the Employer for each employee. A copy of all documents placed on an employee's personnel file, which are not of a routine administrative nature, will be provided to the employee at the time of filing.

An employee will have the right to review their personnel file once every six (6) months, upon reasonable written notice and upon the employee's own time.

Upon written request, an employee will also be provided with a copy of the information in the employee's personnel file (which is not of a routine nature), at no charge. The employee will also receive copies of any new disciplinary letters.

An employee may make appropriate entries into the employee's personnel file. A copy of any such entry shall be provided to the employee's Supervisor.

The Union will have right of access to an employee's personnel file providing the employee gives their authorisation to the Employer in writing. In giving the Union access, the employee agrees to hold the Employer harmless with respect to the Union's use of that information.

Formal disciplinary action taken by the Employer will be removed from an employee's personnel file after twenty-four (24) working months from date of origin provided there have not been any further incidents of a complaint or disciplinary nature. Should any such further incident occur then all documents shall remain on file for twenty-four (24) working months from the date of the most recent incident. This period will exclude absences of over one (1) month i.e. STD, LTD, Maternity, etc.

Exceptions to the twenty-four (24) months will include cases of serious disciplinary action such as (but not limited to) Sexual Harassment or Assault. In these cases formal disciplinary action taken by the Employer will be removed from an employee's personnel file after sixty (60) working months from date of origin provided there have not been any further incidents of a complaint or disciplinary nature. Should any such incident occur then all documents shall remain on the file for sixty (60) working months from the date of the most recent incident. This period will exclude absences of over one (1) month, i.e. STD, LTD, Maternity, etc.

## **5.06 Formal Performance Appraisals**

An employee shall receive a copy of any preliminary comments or observations that the employee's Supervisor will be reviewing with the employee during the formal appraisal process. This will be made available to the employee at least two (2) working days prior to the formal appraisal date.

Where a formal appraisal of an employee's work performance is carried out, the employee shall be given sufficient opportunity to read, review and comment on the appraisal. Provision shall be made on the appraisal for the employee to sign it.

Such signature shall not be evidence of agreement or disagreement with the appraisal.

A copy of the appraisal shall be provided to the employee after the employee has signed it, and such appraisal shall not be changed without the knowledge of the employee.

## **ARTICLE 6 - JOB POSTINGS AND COMPETITIONS**

### **6.01 Job Postings**

When a regular job vacancy occurs within the bargaining unit and the Employer requires the position to be filled, the job will be posted on BCAA's on-line career centre for five (5) working days and a copy will be forwarded to the Union. Applicants wishing to apply for the position shall forward a written request to the People & Development Department before the closing date of the posting.

An existing employee must have held their current job for a minimum period of twelve (12) months before the employee is able to post on a lateral position. A new employee must successfully complete probation and have been in their current position for a minimum of 12 months (including their probationary period) before posting on a lateral position. For clarification, a lateral position is one that is in the same salary range, status and is work of a similar nature. If the position cannot be filled through the standard job selection process, an exception to the minimum requirement of twelve (12) months may be granted by the Employer with discussion with the Union on a case by case basis.

Employees who will be absent from work due to sickness, annual vacation, or other authorised leaves may provide a request in writing to the People & Development Department outlining which positions they would like to be considered as an applicant for, should a posting occur during their absence.

### **6.02 Job Selection**

Except as set out in this clause, bargaining unit and non-bargaining unit applicants will be given consideration in the job selection process before external applicants.

The most suitable applicant will be selected, provided the employee meets the Employer's minimum expectations for the position. Suitability will be determined by such factors as performance, ability, competence, skills, and qualifications. If these factors are determined to be essentially equal between applicants, then seniority will be the determining factor.

The Employer will post the name of the successful applicant once the award is made and a copy will be sent to the Union.

Note: Intent of proposal is that internal candidates will be considered prior to outside candidates. This does not mean that internal candidates will be given preference for selection.

### **6.03 Trial Period**

A successful bargaining unit or internal applicant to a job posting will be considered a trial employee in the new position for a period of up to sixty (60) days worked.

Should the employee not successfully complete their trial period, within the sixty (60) days; then the employee will be returned to their former or an equivalent position.

## **ARTICLE 7 - LAYOFF AND RECALL**

### **7.01 Notification**

If a reduction of regular employee hours is necessary that will result in an employee being laid off, the Employer will inform the Union regarding the employee(s) affected and if necessary meet with the Union to discuss the matter.

### **7.02 Pre-Layoff Canvas and Vacancy Placement**

Prior to issuing notice of lay-off, the Employer may, at its sole discretion:

- a) advise employees in affected job classifications within an affected location that it is considering a layoff;
- b) offer employees in affected job classifications within an affected location, the option to place into vacant positions within the geographic area in a job classification the employee previously held and performed at a success level; and/or
- c) offer employees in affected job classifications within an affected location, the option to place into vacant positions within the geographic area in a job classification not previously held, that is at an equivalent or lower level, provided the employee has the qualifications, skills and demonstrated ability to do the job.

An employee offered a vacancy placement under this section will have three (3) business days to accept the placement. If the employee does not accept the placement, the employee will be deemed to have refused the vacancy placement.

Article 6, job posting requirements, does not apply to placements made under this section.

Employees placed into new positions under this section are subject to a new probation period as for the period set out in Article 5. If, under the provisions of Article 5 the employee is found unsuitable, the employee will be returned to their former position or placed on lay-off pursuant to the balance of this Article.

Employees who successfully place into a vacancy are not considered laid off and are not entitled to severance and do not have recall rights to their former position. However, if within thirty (30) days of the employee accepting the vacancy placement position, the employee's former position becomes vacant, the affected employee will have the right to remain in the current position or may elect to return to the former position. The employee will have three (3) business days to make this election. If the employee does not make an election, the employee will be deemed to have accepted the current position.

### **7.03 Sequence of Layoff**

In layoff and bumping the Employer shall consider each employee's skill, ability, experience and qualifications. Seniority will be recognised as the determining factor when two (2) or more employees are relatively equal in respect of skill, ability, experience and qualifications.

An employee subject to layoff under the terms of this Agreement will displace the least senior employee in their own classification and status and in the same location first.

If there is no employee who an employee on layoff is able to displace at the same location and in the same classification and status then the employee may displace the least senior employee in the same classification and status within the same geographical area.

There shall be two (2) geographical areas: Lower Mainland West, Lower Mainland East (includes Abbotsford, Chilliwack and Surrey).

Employees may, as an option to bumping, self-terminate and receive the appropriate severance pay.

Employees may, as an option to bumping, choose to be placed on the layoff list awaiting recall.

Employees will be provided three (3) working days to decide, in writing, if their wishes to displace another employee, or self-terminate, or be placed on the layoff list.

A reduction of hours within status does not constitute a layoff; however a reduction of hours that does change an employee's status does constitute layoff.

#### **7.04 Notice and Severance Pay**

Where the Association is to lay off a regular employee, it will provide two (2) weeks' notice. The Association may at its discretion provide additional notice time. The employee during this two (2) week period will determine the following:

- i) If the employee would like to displace an employee in accordance with the provisions of article 7.02; or
- ii) Be placed on the layoff list for recall. Employees on the layoff list will be offered available temporary shifts on the basis of seniority, provided the employee has the qualifications, skills and demonstrated ability to do the job; or
- iii) Accept severance pay, thereby terminating their employment.

Notwithstanding Article 7.02, severance pay shall be equivalent to one (1) week for each full year of service completed since the commencement of the employee's seniority date to a maximum of twenty-eight (28) weeks.

The amount of any severance payment will be reduced by any additional notice time provided by the Association and taken by the employee who exceeds as noted above, the two (2) week notice period.

An employee may choose to receive a severance payment while on layoff awaiting recall.

Employees who do not return to work within the appropriate time frame as set out in 4.03(d) will be entitled to severance pay, the calculation taking into account any additional notice time that may have occurred.

## 7.05 Recall List and Procedure

Prior to a posting occurring, laid off employees will be recalled for vacancies in the following order by seniority:

- a) Employees on layoff in the same classification as the vacancy and who were laid off from the same sales centre location where the vacancy occurs. Employees may refuse a recall in this situation where the status of the vacancy is different from the status that the employee held at the time of layoff.
- b) Employees on layoff in the same classification as the vacancy and who are from the same geographic area where the vacancy occurs. Employees may refuse a recall in this situation where the status of the vacancy is different from the status that the employee held at the time of layoff.
- c) Employees in a higher classification than the vacancy in the same geographic area provided the employee has the qualifications, skills and demonstrated ability to do the job. Employees may refuse a recall in this situation and stay on the layoff list.
- d) Employees on layoff in another classification in the same salary range in the same geographic area provided the employee has the qualifications, skills and demonstrated ability to do the job. Employees may refuse a recall in this situation and stay on the layoff list.

Geographic areas are defined as Lower Mainland West, Lower Mainland East (includes Abbotsford, Chilliwack and Surrey).

When recalling employees, the Association will do so in writing and the offer letter will be sent to the employee's current known address. Upon delivery, the employee will have three (3) days to decide if the employee would like to return to work. Should the employee refuse to accept work within the classification and status that the employee held at the time of layoff or not acknowledge acceptance within three (3) days of the offer letter being delivered, then the employee will be deemed to have terminated their employment.

It is the responsibility of employees to keep the Employer informed of their current address. Offer letters sent to the address currently on the Employers file will fulfil the Employers obligations under this article.

Employees recalled to a lower classification will receive the top step of the salary range for their new position or their salary at the time of layoff whichever is lower.

Employees recalled to the classification held at the time of layoff will be placed at the salary step they had at the time of layoff.

Employees on the recall list will be considered automatically for vacancies outside their geographical area that are posted in accordance with Article 6 – Job Postings and Competitions.

## **7.06 Copies of Recall Lists and Notices to the Union**

The Employer will provide a list of employees on lay-off to the Union on a monthly basis. In addition, the Employer will provide the Union with copies of all recall notices sent to employees on lay-off.



## **ARTICLE 8 - TECHNOLOGICAL CHANGE**

### **8.01 Introduction of New Technology**

The parties agree that the introduction of new techniques and technology is important to the continued growth of the Company.

The Company agrees to notify the Union as far in advance as possible before the introduction of significant technological changes. Following such notification, the Company and the Union will meet to discuss the effect upon the employees.

## **ARTICLE 9 - POSITION CLASSIFICATION AND DESCRIPTION**

### **9.01 Position Classifications**

All bargaining unit employees will be assigned a position classification which will be set out in Appendix "A".

The Employer will provide a position description for each bargaining unit position classification set out in Appendix "A" and for each new position classification or revised position classification it establishes.

The Employer will provide copies of position descriptions to the Union office at the time they are implemented.

The Employer will provide a copy of an employee's respective position description following formal request by the employee.

### **9.02 Duty Officers**

For the term of this agreement, Duty Officers may be assigned on an hourly basis, if required, at the sole discretion of Management. Such assignments will be on a roster basis, taking into account the needs of the operation, making reasonable efforts to offer Duty Officer Work on a relatively equal basis amongst the designated Duty Officers. In doing so, the Employer will take into consideration requests from employees for special scheduling situations.

Employees will receive a premium of one dollar and eighty cents (\$1.80) per hour for such hours assigned and worked as a Duty Officer.

### **9.03 Level 3 General Insurance Agent**

Employees, who may be appointed by BCAA to be the location's Level 3 General Insurance Agent, will receive a stipend of three hundred dollars (\$300.00) per month.

## **ARTICLE 10 - SALARY ADMINISTRATION**

### **10.01 Pay According to Position Classification**

All employees covered by the Agreement will be paid under one of the position classifications and salary ranges set out in Appendix "A". New position classifications and salary ranges developed to address new or substantially altered positions will be included and form part of Appendix "A".

### **10.02 Pay Rates and Calculation**

Employees will be paid on a semi-monthly basis with the semi-monthly salary calculated by using the monthly salary for the position divided by two (2). Hourly rates for part-time and temporary employees and for the purposes of overtime will be calculated by using the semi-monthly salary for the position divided by seventy-five point eight three (75.83).

If the Employer moves to a bi-weekly payroll, employees will be paid on a bi-weekly basis with the bi-weekly salary calculated by using the annual salary divided by twenty-six (26). Hourly rates for part-time and temporary employees and for the purposes of overtime will be calculated by using the annual salary for the position divided by 1820 for employees who work thirty-five (35) hours per week.

### **10.03 Pay Rate at Time of Hire**

- a) The Association may hire new employees at any step between eighty percent (80%) and ninety-five percent (95%) of the salary range for the position, except as noted in 10.03b). New employees may be hired above the ninety-five (95%) step of the salary range provided agreement is reached with the Union.
- b) If there is not a bargaining unit, non-bargaining unit or external candidate who meets the Employer's minimum expectations for the position, the Employer may at its discretion select the most suitable applicant and place them at an appropriate training rate for the position. An employee selected under this clause will progress to the next higher step every six (6) months, provided the employee's performance is rated "achieving", or better, until the eighty percent (80%) step is reached. Article 10.04 a) does not apply to employees at a training rate.
- c) The Employer may, at its discretion, offer a signing bonus to new potential employees in order to fill challenging vacancies. If accepted, this bonus will be considered earnings for the purposes of union dues.

### **10.04 Performance Appraisals and Step Progression**

- a) Performance appraisals will generally be conducted at least once a year, usually in September or October, to coincide with the Employer's fiscal year end. To qualify for this annual performance appraisal, an employee must have worked the majority of their regularly scheduled shifts in at least six (6) of the previous twelve (12) months. Should an employee not qualify for an annual performance appraisal in September or October, this appraisal will be conducted in March of the following year, provided the employee has worked the majority of their regularly scheduled shifts in at least six (6) of the previous

twelve (12) months. The outcome of this appraisal will determine the employee's eligibility for step progression on April 1<sup>st</sup>.

An employee who qualifies for an annual appraisal but who is absent in September or October will receive an appraisal upon the employee's return to work.

Performance-related discussions are an on-going process that requires participation by the manager and employee. Performance expectations are discussed throughout the year. Managers and employees will collaborate to achieve desired results.

- b) An employee who receives a "successful", or better, rating on their annual performance appraisal will progress from her current step to the next higher step in the salary range on October 1<sup>st</sup> of each year. On April 1<sup>st</sup> of each year, these employees will also progress to the next higher step in the salary range. Step progression will continue until the maximum step for the position is reached.
- c) An employee who receives an "improvement required" rating on their annual performance appraisal will not be eligible for a step progression. Such employee will be placed on a performance development plan, and would normally meet with their supervisor on a regular (typically monthly) basis. The supervisor will provide a written summary of these meetings, and provide a copy to the employee.

Another appraisal will be done within the next six month period. A "successful" or better rating on this appraisal will progress the employee to the next higher step in the salary range, effective the date of the appraisal.

- d) A probationary employee who receives a "successful" or better rating at the end of their probationary period will progress from their current step to the next higher step in the salary range, effective the next pay period directly following the date of that appraisal.
- e) Following a "successful", or better, performance appraisal, a Regular employee may be given an accelerated increase in pay up to the maximum of the employee's salary range as set out in the Appendix "A" attached.
- f) An employee who receives a step progression within three (3) calendar months prior to either of the general step progressions (October 1<sup>st</sup> or April 1<sup>st</sup>) will not be entitled to that general step progression.
- g) Prior to an employee being placed on a performance plan due to the employee not reaching targets, reasonable training will take place, and further training and coaching will be a component of the employee's developmental/action plans. The employee may request the Union be advised when placed on a Performance Development/Action Plan. However, should being placed on a plan potentially put the employee's continued employment at risk the Union will be notified.

#### **10.05 Rate of Pay upon Promotion or Re-Classification**

- a) An employee who is promoted to a position with a higher salary range will receive an increase to the closest step that is higher than the employee's current step plus one step. Except as set out in 10.03 b), no employee, subsequent to the application of this formula, will receive less than the eighty percent (80%) step or more than the top step of the new range.
- b) An employee whose position is re-classified to a higher salary range will receive salary adjustments in the same manner as if the employee received a promotion.

#### **10.06 Rate of Pay upon Transfer to a Lower Salary Range**

An employee who voluntarily transfers to a position at a lower salary range will continue to receive their current salary or the top step of the new range, whichever is lower. If the employee's current salary does not match a step in the new range, then the employee will progress to the next higher step in the range on October 1<sup>st</sup>, or April 1<sup>st</sup>, whichever occurs first, provided the employee's annual performance appraisal rating is "successful", or better. This adjustment would be in addition to any step progression entitlement under Article 10.04 a).

#### **10.07 Application of Salary Adjustments to Red-Circled Salaries**

- a) If an employee's current salary is in excess of the top step of the salary range for the employee's position (i.e. is red-circled) prior to a market adjustment and the employee's current salary becomes less than the top step for the range after the adjustment, the employee will progress to the new maximum of the range.
- b) If an employee's current salary is in excess of top step of the salary range for the employee's position (i.e. is red-circled) prior to a market adjustment and the employee's current salary continues to exceed the top step after the adjustment, the employee's salary will remain unchanged.

#### **10.08 Work in a Lower Pay Classification**

Employees may be required to temporarily perform work in a lower pay classification. In these cases and except as set out in Article 7 - Layoff and Recall, the employee will not have their salary reduced.

#### **10.09 Work in a Higher Pay Classification**

Employees may be assigned work equivalent to a position in a higher pay classification that they are suitable to perform. This assignment will be in writing by the Supervisor and involves actions/responsibilities different from their normal job descriptions. In cases where such work is for a duration of one (1) day or more, the employee will receive a salary adjustment calculated as if it were a promotion.

### **10.10 Bonus Plan**

For the term of this agreement, the Employer will provide bonuses for bargaining unit employees to the same level that are provided to non-bargaining unit employees.

The Employer will define its bonus plan in writing to employees. Should the Employer intend to revise its bonus plan it shall discuss any such revised provisions with the Union prior to making any such changes. The Union shall be entitled to an opportunity to present alternatives to the proposed revisions. Should there not be agreement between the parties with regard to the proposed revisions the Employer is then able to institute its revisions within sixty (60) days from its first meeting with the Union.

Employees shall have the right to grieve any payments made under this article that have not been paid in accordance with the Employer's bonus plan.

Targets and/or quotas set by the Employer shall be reduced for all vacations, training and sickness.

### **10.11 Pay Adjustment**

If requested, the Employer will issue a manual cheque to an employee, where the Employer is responsible for an error to the employee's paycheque for an amount over one hundred dollars (\$100) gross.

### **10.12 Distribution of Work**

The Employer will assign or direct sales on the basis of what is best for the customer, and will also utilize the following criteria:

- a) availability of appropriate agents
- b) workload of the agents

## **ARTICLE 11 - HOURS OF WORK**

### **11.01 Standard Work Week**

All regular full-time employees covered by this agreement shall work a standard work week based on seven (7) hours per day and thirty-five (35) hours per week. The total number of hours in the standard work day and/or work week may be changed by mutual agreement of the parties.

For other employees, nothing in this article should be considered as a guarantee of any amount of hours in any particular week.

Employees covered by this agreement may be scheduled to work at any time.

Employees covered by this agreement will be advised at the outset of their individual assignment as to their employment status as defined in Article 0.06.

### **11.02 Work Schedules**

Work schedules for regular employees will be posted a minimum of four (4) weeks prior to the effective date of the schedule.

In developing schedules the Employer will, taking into account the needs of the operation make reasonable efforts to distribute weekend work and time off on a relatively equal basis among the employees in the work group. In doing so, the Employer will take into consideration requests from employees regarding special situations that will be occurring during the scheduling period.

The Employer recognizes the desire of most Employees to have every other weekend off. However, the Union and the Employees recognize that the Employer operates in a retail environment, and therefore, this cannot be guaranteed.

The Employer will continue to make every reasonable effort to give two (2) days off in a row.

### **11.03 Lunch Periods and Rest Periods**

Employees will be entitled to an unpaid lunch period of a minimum of thirty (30) minutes and a maximum of sixty (60) minutes during each work day that is greater than five (5) hours in duration. Lunch periods will be as approved by the Employer.

Employees will be entitled to one (1) fifteen (15) minute paid rest period in each work day where they are scheduled to work at least four (4) hours. Employees will be entitled to two (2) fifteen (15) minute rest periods in each work day where they are scheduled to work seven (7) hours. Rest periods will be as approved by the Employer.

### **11.04 Mutual Exchange of Working Hours**

Subject to approval by the Supervisor, employees may request a mutual exchange of working hours. Each employee shall assume the hours of work of the employee she replaces but shall continue to receive the employee's own regular rate of pay.

### **11.05 Hours of Work**

The Employer may initiate a pilot project which would have employees at one or more service locations work a forty (40) hour work week. Employee`s salaries will be adjusted by the appropriate hourly rate to reflect the additional hours worked.

This pilot project will only be valid for the life of this Collective Agreement. The parties` signatory to this Agreement will meet to discuss the affected service locations. The Employer has the ability to begin a pilot project, with thirty (30) days` notice to the affected employees.

Employees will be scheduled 40 hours per week; employees will be guaranteed two (2) consecutive days off in the work week.



## **ARTICLE 12 - OVERTIME**

### **12.01 Definition of Overtime**

Time worked in excess of seven (7) hours per day or thirty-five (35) hours per week, shall be considered overtime provided the overtime is pre-approved by the Employer.

### **12.02 Overtime Rates**

Overtime including banked overtime shall be paid at the rate of time and one-half (1 ½X) for the first four (4) hours worked beyond seven (7) hours per day. Overtime shall be paid at the rate of double time (2X) for any work beyond eleven (11) hours in one day.

Overtime worked beyond thirty-five (35) hours in one week will be paid at the rate of time and one-half (1 ½X) for the first additional seven (7) hours. Overtime worked beyond forty-two (42) hours in one week will be paid at the rate of double time (2X). Daily overtime will not be included in the calculation of weekly hours for this purpose.

### **12.03 Overtime Rate Calculation**

Overtime rates will be calculated using the salary schedule as set out in Appendix "A". Any premiums contained in this agreement will not form part of the calculation for overtime purposes.

### **12.04 Minimum Rest Period**

An employee who has worked overtime shall return to work on their next regular shift following the overtime, provided the employee has received eight (8) hours rest. An employee whose eight (8) hour rest period extends beyond the start of their next shift, and therefore does not report to work until the eight (8) hour rest period is complete, shall qualify for full pay for their next regular shift.

### **12.05 Overtime Meal Allowance**

Where an employee has worked three (3) or more hours beyond their regular shift, a one-half (1/2) hour unpaid meal period will be allowed. In such cases the employee will be provided a meal allowance of eleven dollars (\$11).

### **12.06 Fam Trips and Tour Hosting**

Overtime rates will not apply to work on Fam Trips or Tour Hosting situations. In such situations the regular base salary, as per schedule "A", will apply and sales targets will be adjusted for the number of working days outside the office.

### **12.07 Attendance at Meetings**

Employees required by their Supervisor to attend meetings outside of working hours will be paid for such attendance, in accordance with Article 12.

Employees who do not attend meetings of a voluntary and unpaid nature will not be disciplined for being absent from such meetings.

The Supervisor, or their designate, will advise employees in advance of the meeting whether the meeting is mandatory or voluntary.

#### **12.08 Callout**

An employee who is called out for work outside of the employee's scheduled hours on a work day shall receive a minimum of four (4) hours pay as it relates to the provisions of this article.

#### **12.09 Banking of Overtime**

Approved overtime worked will be paid, or at the request of the employee banked. Overtime shall be in equivalent hours to the overtime payment entitlement.

Banked overtime shall not exceed thirty-five (35) hours.

Banked overtime may be taken at a time that is mutually agreeable between the employee and the employee's Supervisor.

Unused banked overtime as of September 30<sup>th</sup> of each year will be paid out.

Employees wishing to utilize their banked leave must give their Supervisor thirty (30) days' notice of such request. The Supervisor will respond to the employee within thirty (30) days of the date the request was received. Leave using banked overtime will not be unreasonably denied.

## **ARTICLE 13 - ANNUAL VACATIONS**

### **13.01 Vacation Based on Service**

The amount of vacation that employees will be entitled to is based on their years of service with the Employer and is prorated in the first (1<sup>st</sup>) year from date of hire to December 31<sup>st</sup>. For greater clarification, temporary service is not included in the calculation of "Years of Service".

### **13.02 Minimum of Three (3) Months Service**

An employee will accrue but may not take any vacation leave until the employee has completed three (3) months of service.

### **13.03 Vacation Entitlement and Vacation Pay**

Vacation entitlement for all regular employees shall be as follows:

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay % Gross Earnings</u>
1 <sup>st</sup> to 8 <sup>th</sup> year	3 weeks	6%
9 <sup>th</sup> to 13 <sup>th</sup> year	4 weeks	8%
14 <sup>th</sup> to 23 <sup>rd</sup> year	5 weeks	10%
24 <sup>th</sup> year and greater	6 weeks	12%

Regular part-time employees shall be paid their vacation pay on each pay cheque as set out above.

Temporary employees shall be paid their vacation pay on each pay cheque as set out below:

<u>Years of Service</u>	<u>Vacation Pay % Gross Earnings</u>
1 <sup>st</sup> to 4 <sup>th</sup> year	4%
5 <sup>th</sup> year and greater	6%

If an employee terminates during the year and has exceeded their annual vacation entitlement, the amount owing to the Employer will be deducted from the final pay cheque.

### **13.04 Pay in Advance**

An employee can draw a maximum of ninety percent (90%) of their vacation pay in advance of the employee's vacation by submitting a written request to the employee's supervisor not less than three (3) weeks in advance of the vacation period. Should the employee terminate their employment, BCAA may deduct any amounts owing from their final wage and vacation calculation.

### **13.05 Paid Holiday Falling within the Vacation Period**

Regular full-time employees will receive an extra days' vacation with pay for any of the paid holidays listed in Article 14, falling within the employee's vacation period.

### **13.06 Disruption of Vacation Due to Hospitalization and Bereavement**

An employee whose vacation leave is seriously disrupted by hospitalization or serious illness shall be entitled to reschedule or extend their vacation for the period of hospitalization or serious illness (not to exceed the amount of scheduled vacation) and provided that the entitlement to and timing of the rescheduled or extended vacation leave is first agreed with the employee's Supervisor. Employees are advised to notify the Supervisor immediately, where possible, of the hospitalization or serious illness causing the disruption of vacation leave. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave and will be subject to departmental requirements.

An employee who becomes entitled to bereavement leave pursuant to Article 17.01 immediately prior or during the employee's scheduled vacation (such as to overlap with the employee's vacation) shall reschedule that portion of the vacation time which runs concurrently with the bereavement leave. Such rescheduled vacation will be subject to departmental requirements.

"Serious illness" is to be interpreted as a significant illness or accident that essentially immobilizes the employee or deprives the employee from being able to essentially commence or continue the employee's vacation. Examples of this may be (but are not limited to) a broken leg or arm, serious infection, etc. This provision is not meant to include colds, flus, upset stomach or other normal aches and illnesses associated with daily living.

The Employer may require substantiation of the hospitalization, serious illness, or bereavement leave.

### **13.07 Vacation Pay While Relieving In a Higher Pay Classification**

An employee relieving in a higher pay classification at the time the employee goes on vacation will be paid at the higher rate during the employee's vacation provided the vacation is both directly preceded and followed by working time in the higher pay classification.

### **13.08 Vacation Scheduling**

The Employer shall post a form for requesting vacation in the second week of November of each year. Vacations must be taken in accordance with departmental operating requirements and be approved by the employee's immediate Supervisor. Regular employees shall select their vacation period(s) prior to January 15<sup>th</sup> of each calendar year. Not later than the 31<sup>st</sup> of January of each year the Employer shall notify employees whether the vacation period(s) selected are approved.

Vacations will be selected in broken periods of up to two (2) continuous weeks in duration. For clarity, continuous means two (2) weeks that are adjacent to one another. A choice of two (2) weeks that are not adjacent will be considered as two (2) separate vacation periods. Employees in each work group shall select their first (1<sup>st</sup>) vacation period in order of seniority as defined in this Agreement. Once all employees in the work group have selected their first (1<sup>st</sup>) vacation period then selection of second (2<sup>nd</sup>)

and any subsequent vacation periods will be done in the same manner by seniority. An employee may select adjacent periods for their vacation if they are available.

All vacation should be taken in the calendar year in which it is earned. When, however, an employee is unable to take their full entitlement prior to the end of the calendar year due to operational requirements or exceptional circumstances, a deferment will be possible up to the last day of March in the following calendar year. Any vacation that cannot be scheduled by that time will be paid out to the employee. Any request for payout must be initiated by the employee's Supervisor and forwarded to Payroll.

PRINCIPLES:

- Intent of vacation scheduling language is that all employees have the opportunity to complete their choice and to resolve any conflicts
- For each vacation choice, employees need to submit vacation preferences by seniority and department, i.e. most senior employee selects first
- Employer will post a form regarding staffing operational requirements/limitations and vacation eligibility

TIMING:

All employees shall state their vacation choices in writing by the following dates:

- 1) by December 1<sup>st</sup>, employees shall designate their first (1<sup>st</sup>) choice;
- 2) by December 15<sup>th</sup>, employees shall designate their second (2<sup>nd</sup>) choice;
- 3) by January 1<sup>st</sup>, all employees shall designate their third (3<sup>rd</sup>) choice; and
- 4) by January 15<sup>th</sup>, all employees shall designate their fourth (4<sup>th</sup>) and subsequent choices.

Any employee who does not comply with these requirements will forfeit their turn relating to vacation selection.

## **ARTICLE 14 - PAID HOLIDAYS**

### **14.01 Paid Holidays**

For the purpose of this Agreement, the following days shall be paid holiday:

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

and any other day that may be stated as a legal holiday by the provincial, civic, or federal government.

Should one of the above holidays fall on the employee's normal day off, the employee shall receive an additional day off with pay to be taken at a time mutually agreed between the employee and the Employer.

### **14.02 Date of Observance**

Should the Provincial or Federal Government(s) proclaim a day in lieu of any of the holidays listed in 14.01, the day proclaimed shall become the holiday for the purpose of this Article.

When a paid holiday falls on a Saturday or a Sunday, the Employer will normally observe the following Monday as the holiday. However should the Employer decide to operate on the Monday, then the paid holiday will be scheduled at a time in the future.

Where operational needs are adequately met employees will be given this time off in conjunction with future days off.

### **14.03 Eligibility for Holiday Pay**

An employee will receive payment for any holiday described in this Article provided that the employee has been an employee for thirty (30) calendar days previous to the holiday and have worked fifteen (15) of the last thirty (30) days before the statutory holiday.

Employees who have been an employee for thirty (30) calendar days previous to the holiday and have not worked fifteen (15) of the last thirty (30) days before the statutory holiday will receive a pro-rata payment based on their days worked.

### **14.04 Notice for Work on a Paid Holiday**

Except for unforeseen circumstance employees required to work on a paid holiday or day designated in lieu of the holiday shall be notified by the Employer of such requirement not later than thirty (30) calendar days in advance.

#### **14.05 Employee Working on a Holiday**

Employees who are scheduled to work on a Holiday shall receive time and one-half (1 ½X) for hours worked on such Holiday in addition to pay for the Holiday as referred to in Article 14.03.

## **ARTICLE 15 - SHORT TERM DISABILITY**

### **15.01 Eligibility**

All regular full time employees who are absent from work due to illness or injury shall receive short term disability benefits in accordance with this Article.

Newly hired regular full time employees must be employed for three (3) continuous months before being eligible for short term disability benefits.

### **15.02 Short Term Disability Entitlement**

If an eligible employee is absent from work because of an accident or illness, the Employer will continue the employee's earnings on the following consecutive calendar day basis:

<u>Length of Service</u>	<u>Full Salary</u>	<u>66 2/3 of Earnings</u>
less than 6 months		119 days
6 months to 1 year	7 days	112 days
1 year to 2 years	30 days	89 days
2 years to 3 years	60 days	59 days
3 years to 4 years	90 days	29 days
4 years or more	119 days	0 days

### **15.03 Medical/Dental Appointments**

Employees are expected to schedule medical and dental appointments outside of working hours so as to minimise the interruption to operations. Employees who have completed their probationary period will be granted reasonable leave without loss of pay to attend medical and dental appointments which they are unable to schedule outside of working hours. Except in emergencies, employees should normally provide at least forty-eight (48) hours' notice of the medical/dental appointment, to their supervisors.

### **15.04 Short Term Disability Leave Recovery**

An employee may use short term disability leave for time lost through accidental injuries. Should an employee, who is in receipt of paid short term disability leave benefits as a result of such injuries, commence an action for damages against a third party as a result of accidental injuries, and should that action include a claim for lost wages, the employee will enter into an agreement with the Employer to reimburse the Employer the full amount of all short term disability leave benefits received as a result of the employee's absence from work.

### **15.05 Medical Certificate**

In the event that an employee is absent from work, the Employer may request a certificate of disability, from the employee's physician. All medical certificates must



meet the standards for medical certificates outlined in the resource manual of the College of Physicians and surgeons of British Columbia.

As a condition of short term disability benefit continuance, appropriate supporting medical information must be received within ten working days from the date of the request. Failure to provide this supporting medical information will result in the suspension of the employee's short term disability benefits. The Employer may, at its discretion, extend the ten (10) day period if the employee has made every effort to meet this timeline and receipt of the appropriate medical information is delayed due to extraordinary circumstances.

Should additional and more detailed medical information be required in order to help the Employer to manage the operation, the Employer reserves the right to refer the employee to Employer appointed medical/health care practitioner(s). The Employer will pay for medical information that it requests from the medical/healthcare practitioner(s).

Periodic medical updates or reports may also be required as a condition for receiving continued payment. The employee is expected to co-operate fully with the rehabilitation process recommended by these medical healthcare practitioner(s).

Exceptional circumstances may be considered prior to placing employees on the Attendance Management Program. These will be reviewed on a case by case basis.

Employees on the Attendance Management Program will be removed from the program if their attendance improves so that their absenteeism due to illness or non-work related injury over a rolling twelve (12) month period is within acceptable standards, as stated in the Association's Attendance Management Program.

#### **15.06 Short Term Disability for Regular Part Time (+20) Employees**

Regular part time employees who consistently work an average of twenty (20) or more hours per week will participate in the short term disability plan for regular part time (+20) employees which became effective November 1<sup>st</sup>, 2000.

## **ARTICLE 16 - EMPLOYEE BENEFIT PLANS**

### **16.01a Benefit Plan Continuation**

The Employer will continue to provide a defined contribution benefit program whereby the employee is able to receive medical, extended health, dental, accident, life, disability, employee assistance and pension benefits.

### **16.01b Benefit Coverage for Mature Workers**

A modified package of benefits was implemented by the Employer on January 1, 2008 for regular full-time and part-time (+20) employees who are past their "Normal Retirement Date" as defined within the BCAA Pension Plan, and for employees retired from BCAA who are rehired as RFT or RPT+20 and continue to draw a BCAA pension.

### **16.01c Benefit Changes**

Where changes are contemplated to the existing benefits and benefit entitlements by the Employer, the Employer will meet with representatives of the Union to discuss the proposed changes.

Upon each change the carrier makes to a policy, it will be forwarded to the Union. Should the Union discover a problem, they will contact the Employer immediately.

The Employer agrees to ensure when negotiating alternate benefit packages it will not be inferior to the current benefit package.

### **16.02 Benefit Premiums Revisions**

Should the renewal of a group insurance contract with the Employer's insurance provider or a change to government medical benefit plans result in a cost increase, bargaining unit employees will be subject to the same cost sharing arrangements as applied by the Employer to non-bargaining unit employees.

### **16.03 Benefit Coverage While on Leave or Layoff**

Employees on an unpaid leave of absence or on a layoff who wish to maintain their current benefit coverage, and who are approved for coverage by the Employer's insurance provider, are required to provide the Employer with post-dated cheques to cover any benefit related payroll costs during the period of absence. In the case of maternity leave, this requirement would not apply to Employer paid benefit costs.

### **16.04 BCAA Products and Services**

Employees covered by this agreement will receive the same discounts and privileges with respect to BCAA products and services as non-bargaining unit employees.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17.01 Bereavement Leave**

In the case of a death in the immediate family of a regular employee, the employee shall be granted leave with pay for up to three (3) days. In the case of part time staff, the employee will be paid for regular time within the three (3) days that would normally have been worked. If required, additional reasonable travelling time may be provided to allow for the employee to attend an out of town funeral. If outside immediate family and serving as a pallbearer the employee shall be granted leave with pay for up to one (1) day.

Immediate family is defined as the employee's spouse and the following persons related directly to the employee and their spouse: mother, father, sisters, brothers, sons, daughters, grandchildren, grandparents, and any person who lives with the employee as a member of the employee's family. Bereavement leave requests received for anyone other than an employee's immediate family will be dealt with on a case-by-case basis and approved by the Manager Personnel or designate.

### **17.02 Jury Duty and Subpoenas**

Regular full-time employees who receive a Jury Duty Summons will receive their regular rate of pay during jury selection and while serving on a jury less any amount received from the Court for jury selection or for attending or sitting on a jury. Employees on jury duty shall furnish the Employer with such statements of earnings as the courts may supply.

Employees who are served with a subpoena to attend Court will be dealt with on a case by case basis. Employees subpoenaed by the Union will not be eligible.

Regular Part-time +20 employees, who have successfully completed their probationary period with BCAA, who are required to attend court for jury selection or as a juror will receive a rate of pay equivalent to the average of their regular daily pay for the previous 6 months less any amount received from the Court for jury selection or for attending or sitting on a jury.

### **17.03 Examination Leave**

In order to encourage professional development, BCAA provides paid time off to enable employees to write exams that directly relate to their employment which are scheduled during working hours.

Up to one day's unpaid education leave may also be granted, subject to the approval of the Supervisor, for employees who are studying for an examination.

### **17.04 Maternity/Parental Leave**

Maternity and Parental leave will be in keeping with the eligibility requirements and entitlement provisions of the Employment Standards Act of B.C.

### **17.05 Leave of Absence without Pay**

An employee may be granted a leave of absence for up to one (1) year without pay for sufficient reasons. Such request must be in writing and presented to the Employer at

least one (1) month in advance of the starting date of the requested leave. If the employee performs work elsewhere during this leave of absence that is similar to that in which the employee was engaged with the Employer, or becomes involved in a business interest which would pose a conflict of interest with the Employer, without the direct approval of the Employer, the employee will be considered as having terminated their employment.

#### **17.06 Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave, during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any a spouse, parent, guardian, sibling, grandchild, grandparent or a person who lives with the employee as a member of the employee's family.

#### **17.07 Special Leave**

An employee may take up to one day with pay per annum for family medical emergencies.

#### **17.08 Other Religious Observances**

Employees who are members of a recognized religion are entitled to up to one (1) day leave without pay per calendar year to observe a recognized spiritual or holy day. Where possible, a minimum of thirty (30) days' notice is required. Such leave shall not be unreasonably withheld.

Employees granted leave under this provision may utilize banked time a per Art 12.09.

#### **17.09 Compassionate Care Leave**

Compassionate Care Leave will be in keeping with the eligibility requirements and entitlement provisions of the Employment Standards Act of B.C. The current benefit gives employees a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. Any changes made to Compassionate Care Leave in the Employment Standards Act of B.C. will also be made to this provision. There will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 16.

## **ARTICLE 18 - TRANSPORTATION AND TRAVEL**

### **18.01 Headquarters**

Each employee will have an established headquarters, which will be the location where the employee normally works.

### **18.02 Use of Personal Vehicles**

Employees who are required to use their personal vehicles for local business travel must receive the prior approval of their Supervisor. The employee will be reimbursed at the Employer's policy rate which at the time of the signing of this agreement is fifty two cents (52¢) per kilometre. This clause will not apply to any travel from the employee's place of residence to their established headquarters.

### **18.03 Business Travel**

Except as specified in Article 18.05, all business travel arrangements will be made through the employee's sales centre and will be subject to BCAA's Corporate Travel Policy. The Employer will reimburse business travel expenses according to the Corporate Travel Policy.

Employees required to travel away from their established headquarters will normally be expected to conduct this travel within the limits of the standard workday, and such travel time will be considered as time worked. Travel time on commercial carriers (i.e. air carrier, ferry, etc.) will begin when the employee arrives at the departure terminal and end upon arrival at the destination. The provisions of Article 12.02 will apply if combined travel and work hours exceed the standard workday or work week except as noted in article 12.06.

Prior to departure, employees may request a travel cash advance, via cheque requisition, to cover anticipated expenses. Appropriate receipts must accompany the expense claim upon completion of the trip and any cash advance will be reconciled on this claim.

### **18.04 Travel To and From BCAA Mandatory Business Functions Away from Established Headquarters**

The following will apply to employees residing in the Lower Mainland or Fraser Valley, with the exception of Burnaby Service Location employees in the event that the mandatory business function is scheduled at BCAA Head Office.

The total time for the round trip travel between the employee's residence and the BCAA Head Office, or where the function is scheduled, will be compared against the usual time that it takes the employee to travel round trip between the employee's residence and the employee's established headquarters. The employee will be paid at the appropriate rate (straight time or overtime) for any difference in time that exceeds thirty (30) minutes.

This article will also apply to employees who receive an assignment on a temporary basis to another sales centre location.

Should the Burnaby Service Location be relocated outside of the BCAA Head Office, the provisions of this article will apply to all relocated members.

### **18.05 Travel Expenses Associated with Corporate Training**

The Employer will pay the following expenses for employees required to travel to Head Office to attend a corporate training program.

- a) Accommodation which will be reserved and paid for directly by the Employer. Employees will be provided with shared accommodation where practical.
- b) Breakfast and lunch, which will be provided directly by the Employer.
- c) Personal vehicle travel between their place of residence or headquarters and Head Office, as specified in Article 18.02.
- d) A per diem meal and unreceiptable expense allowance of twenty-five dollars (\$25.00) for each day that an overnight stay is required.

## **ARTICLE 19 - TRAINING AND DEVELOPMENT**

### **19.01 Training Assistance**

The Employer and the employees have a joint interest in on-going employee development. To this end, the Employer will assist employees, where practical, to maintain and develop their skills. This assistance may be in the form of financial aid or on the job training.

The full cost of training will be borne by the Employer where the training is required to be taken by the Employer.

### **19.02 Financial Aid, Training Courses**

An employee seeking financial assistance to attend a training course outside BCAA in preparation for career advancement, where the training is not a job requirement but will contribute to the employee's development within the employee's current position or advancement into a position elsewhere in the association into which the employee could soon progress, must submit a request on the appropriate form in writing to the employee's immediate Supervisor. A copy of the course description must also be attached to the request.

### **19.03 Training Approval**

Where Management supports the employee's request for external training, the Employer will reimburse the cost of training and books upon successful completion of the course.

### **19.04 Training Time**

Between the dates of September 1 and April 30, BCAA will schedule up to the equivalent of one (1) hour per month [eight (8) hours per year] per Service Location division staff member for training related to the maintenance of licensing and/or designations required to maintain their job. This will be scheduled collaboratively between the employee and the Service Location Management Team and must meet operational requirements. Wherever possible, this training will be done on line in the Service Location. It will remain the responsibility of the staff member to ensure they receive enough training to maintain the employee's license and/or designation.

### **19.06 Training Programs Paid for by the BCAA**

The parties agree that the cost for an employee to take the following courses will be paid for by the Employer upon successful completion of the course and provided such courses are continued to be required to meet regulatory standards.

CAIB 1  
CAIB 2  
CAIB 3  
CAIB 4

All Credits to Maintain Insurance License - up to credit limit

## **ARTICLE 20 - HEALTH AND SAFETY**

### **20.01 Statutory Safety Health Compliance**

The Employer and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the safety and health of all employees as set out in the applicable statutes and regulations.

### **20.02 Joint Occupational Safety and Health Committee**

There shall be established a joint Safety and Health Committee composed of two (2) Management employees appointed by the Employer and two (2) employees appointed by the Union. Both parties may also appoint alternate members. The committee shall meet every one (1) month as per the Workers Compensation Act to review matters pertinent to occupational safety and health, including issues related to ergonomics and the safe operation of video display terminals.

### **20.03 Unsafe Work Conditions**

No employee shall be disciplined for refusing work which the employee has reasonable cause to believe is unsafe and where the employee acts in compliance with Section 3.24 of the WCB Regulations.

### **20.04 Investigation of Accidents**

Whenever a serious accident or near miss event occurs, a member of the applicable Safety and Health Committee and the Manager shall conduct an investigation and report their findings to the Employer and the Union.

### **20.05 Ergonomics and Video Display Terminals**

Employees who have a health concern with respect to/regarding their workstation or video display terminals will be encouraged to report their concern to their Supervisor in writing, with a copy to the Joint Occupational Safety and Health Committee. All concerns will be acknowledged by BCAA within fourteen (14) calendar days of receipt of the concern.

### **20.06 First Aid Premiums**

Employees designated to hold a valid Level I Certificate will receive a stipend of twenty-five dollars (\$25.00) per month.

The Association will pay the course fees for staff designated for First Aid Training, including the costs of refresher courses required to maintain the certificate.



## **ARTICLE 21 - STRIKES AND LOCKOUTS**

### **21.01 Not to Occur**

The Employer shall not cause or direct any lockout of employees during the life of this Agreement, and neither the Union nor any representative thereof, nor any employee, shall in any way authorise, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of the employee or group of employees during the life of this Agreement.

No employee shall be disciplined for refusing to cross a legal picket line.

## **ARTICLE 22 - SAVINGS CLAUSE**

If any article, section, paragraph, clause, or phrase of this Agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

## **ARTICLE 23 - JOINT CONSULTATION COMMITTEE**

### **23.01 Committee Representation**

There shall be established a joint union-management Consultation Committee composed of two (2) Union representatives and two (2) management representatives.

### **23.02 Meetings of the Joint Consultation Committee**

On the request of either party, the Joint Consultation Committee shall meet at least once every two (2) months at a time mutually agreed by the parties.

A management representative and a Union representative shall alternate in presiding over meetings.

Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

Minutes of each meeting of the Committee shall be prepared and signed by the committee members as promptly as possible after the close of the meeting and each party shall receive a draft copy of the minutes within three (3) days following the meeting.

### **23.03 Purpose of the Joint Consultation**

The purpose of the Joint Consultation Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in business circumstances, to foster the development of work related skills and to promote workplace productivity.

The committee shall have the power to make non-binding recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 24 - ELECTRONIC MONITORING**

Employees shall be made aware of any electronic monitoring used by the Employer as a means to monitor and evaluate the performance of individual employees. It is recognised that volume measurement may be necessary to obtain an objective evaluation of the level of production; however, electronic monitoring shall not be used as the sole means of evaluating individual performance.

## **ARTICLE 25 - DISCRIMINATION AND HARASSMENT**

The Association recognises the right of all employees to work in an environment which is free from sexual and/or personal harassment. Accordingly the sexual and/or personal harassment of any employee is prohibited.

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

- i) sexual solicitation or advance or inappropriate touching 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 touching is rejected.

Personal harassment means a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome that disparages or causes humiliation or embarrassment to a person in relation to a prohibited ground of discrimination under the Human Rights Act of British Columbia.

## **ARTICLE 26 - DURATION OF AGREEMENT**

### **26.01 Duration of the Collective Agreement**

This Agreement shall be effective from the Ratification date of this agreement to and including September 30<sup>th</sup>, 2018. Either party may four (4) months prior to the expiry date of this agreement, notify the other party that they would like to commence bargaining.

### **26.02 Collective Agreement Continues**

This Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and commence a strike or the Company shall give notice of lockout, and commence a lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

### **26.03 Exclusion of Section 50(2) and (3)**

By agreement of the parties hereto, the provisions of Section 50(2) and 50(3) of the Labour Relations Act of British Columbia are specifically excluded.

**SIGNATURES**

IN WITNESS WHEREOFF the parties hereto have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“Original copy signed”

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Adam Charania

\_\_\_\_\_  
Carrol Edwards

\_\_\_\_\_  
Janice Hanson

\_\_\_\_\_  
Paul Bachin

\_\_\_\_\_  
Karen Mackay

\_\_\_\_\_  
Carolyn Langdeau

\_\_\_\_\_  
Ian Somerville

## **APPENDIX A - POSITION CLASSIFICATIONS**

<u>Classification</u>	<u>Salary Range</u>
<u>Member Service Representative</u>	4
<u>Service Advisor</u>	5
<u>Insurance Advisor</u>	5
Admin Agent	5
Admin Agent (Floater)	5
<u>Student Service Advisor</u>	5
<u>Senior Insurance Advisor</u>	7
<u>Insurance Sales Assistant</u>	7
Team Lead	8



## **SALARY RANGES**

Note: These figures represent monthly salaries.  
 The market adjustment percentage will be applied to the top step of range 1. The resulting figure will be rounded up to the nearest dollar. The top step of each subsequent range will be 10% higher than the previous range, rounded to the nearest dollar. Each step in a range will be the stated percentage of the top step for that range, rounded to the nearest dollar.

### **2014/2015 Salary Structure (Monthly)**

GRADE	Training Rates		Start Rate				Job Rate				
	75%	77.50%	80%	82.50%	85%	87.50%	90%	92.50%	95%	97.50%	100%
1	1,722.36	1,779.77	1,837.18	1,894.59	1,952.01	2,009.42	2,066.83	2,124.24	2,181.65	2,239.07	2,296.48
2	1,894.50	1,957.65	2,020.80	2,083.94	2,147.09	2,210.24	2,273.39	2,336.54	2,399.69	2,462.84	2,525.99
3	2,084.44	2,153.92	2,223.40	2,292.88	2,362.36	2,431.85	2,501.33	2,570.81	2,640.29	2,709.77	2,779.25
4	2,293.18	2,369.62	2,446.06	2,522.50	2,598.94	2,675.38	2,751.82	2,828.26	2,904.69	2,981.13	3,057.57
5	2,522.70	2,606.79	2,690.88	2,774.97	2,859.06	2,943.15	3,027.24	3,111.33	3,195.42	3,279.50	3,363.59
6	2,774.97	2,867.46	2,959.96	3,052.46	3,144.96	3,237.46	3,329.96	3,422.46	3,514.96	3,607.46	3,699.95
7	3,052.96	3,154.72	3,256.49	3,358.25	3,460.02	3,561.78	3,663.55	3,765.31	3,867.08	3,968.84	4,070.61
8	3,358.65	3,470.60	3,582.56	3,694.51	3,806.47	3,918.42	4,030.38	4,142.33	4,254.29	4,366.24	4,478.20
9	3,695.01	3,818.17	3,941.34	4,064.51	4,187.68	4,310.84	4,434.01	4,557.18	4,680.34	4,803.51	4,926.68

Note: The above represents an overall increase of 2% above October 1<sup>st</sup>, 2013 rates.

### **2015/2016 Salary Structure (Monthly)**

GRADE	Training Rates		Start Rate				Job Rate				
	75%	77.50%	80%	82.50%	85%	87.50%	90%	92.50%	95%	97.50%	100%
1	1,748.19	1,806.47	1,864.74	1,923.01	1,981.29	2,039.56	2,097.83	2,156.11	2,214.38	2,272.65	2,330.93
2	1,922.91	1,987.01	2,051.11	2,115.20	2,179.30	2,243.40	2,307.50	2,371.59	2,435.69	2,499.79	2,563.88
3	2,115.71	2,186.23	2,256.75	2,327.28	2,397.80	2,468.32	2,538.85	2,609.37	2,679.89	2,750.42	2,820.94
4	2,327.58	2,405.16	2,482.75	2,560.34	2,637.92	2,715.51	2,793.09	2,870.68	2,948.27	3,025.85	3,103.44
5	2,560.54	2,645.89	2,731.24	2,816.59	2,901.94	2,987.29	3,072.64	3,158.00	3,243.35	3,328.70	3,414.05
6	2,816.59	2,910.48	3,004.36	3,098.25	3,192.14	3,286.02	3,379.91	3,473.79	3,567.68	3,661.57	3,755.45
7	3,098.75	3,202.04	3,305.33	3,408.63	3,511.92	3,615.21	3,718.50	3,821.79	3,925.08	4,028.38	4,131.67
8	3,409.03	3,522.66	3,636.30	3,749.93	3,863.57	3,977.20	4,090.83	4,204.47	4,318.10	4,431.74	4,545.37
9	3,750.43	3,875.45	4,000.46	4,125.48	4,250.49	4,375.51	4,500.52	4,625.53	4,750.55	4,875.56	5,000.58

Note: The above represents an overall increase of 1.5% above October 1<sup>st</sup>, 2014 rates.

## 2016/2017 Salary Structure (Monthly)

GRADE	Training Rates		Start Rate				Job Rate				
	75%	77.50%	80%	82.50%	85%	87.50%	90%	92.50%	95%	97.50%	100%
1	1,774.42	1,833.56	1,892.71	1,951.86	2,011.01	2,070.15	2,129.30	2,188.45	2,247.59	2,306.74	2,365.89
2	1,951.76	2,016.81	2,081.87	2,146.93	2,211.99	2,277.05	2,342.11	2,407.17	2,472.22	2,537.28	2,602.34
3	2,147.44	2,219.02	2,290.60	2,362.19	2,433.77	2,505.35	2,576.93	2,648.51	2,720.09	2,791.67	2,863.26
4	2,362.49	2,441.24	2,519.99	2,598.74	2,677.49	2,756.24	2,834.99	2,913.74	2,992.49	3,071.24	3,149.99
5	2,598.94	2,685.58	2,772.21	2,858.84	2,945.47	3,032.10	3,118.73	3,205.37	3,292.00	3,378.63	3,465.26
6	2,858.84	2,954.13	3,049.43	3,144.72	3,240.02	3,335.31	3,430.61	3,525.90	3,621.20	3,716.49	3,811.79
7	3,145.23	3,250.07	3,354.91	3,459.76	3,564.60	3,669.44	3,774.28	3,879.12	3,983.96	4,088.80	4,193.64
8	3,460.16	3,575.50	3,690.84	3,806.18	3,921.52	4,036.86	4,152.20	4,267.53	4,382.87	4,498.21	4,613.55
9	3,806.69	3,933.58	4,060.47	4,187.36	4,314.25	4,441.14	4,568.03	4,694.92	4,821.81	4,948.70	5,075.59

Note: The above represents an overall increase of 1.5% above October 1<sup>st</sup>, 2015 rates.

## 2017/2018 Salary Structure (Monthly)

GRADE	Training Rates		Start Rate				Job Rate				
	75%	77.50%	80%	82.50%	85%	87.50%	90%	92.50%	95%	97.50%	100%
1	1,796.60	1,856.48	1,916.37	1,976.26	2,036.14	2,096.03	2,155.92	2,215.80	2,275.69	2,335.58	2,395.46
2	1,976.15	2,042.03	2,107.90	2,173.77	2,239.64	2,305.51	2,371.38	2,437.26	2,503.13	2,569.00	2,634.87
3	2,174.28	2,246.76	2,319.24	2,391.71	2,464.19	2,536.67	2,609.14	2,681.62	2,754.09	2,826.57	2,899.05
4	2,392.02	2,471.76	2,551.49	2,631.23	2,710.96	2,790.69	2,870.43	2,950.16	3,029.90	3,109.63	3,189.36
5	2,631.43	2,719.15	2,806.86	2,894.57	2,982.29	3,070.00	3,157.72	3,245.43	3,333.15	3,420.86	3,508.58
6	2,894.57	2,991.06	3,087.55	3,184.03	3,280.52	3,377.00	3,473.49	3,569.98	3,666.46	3,762.95	3,859.43
7	3,184.55	3,290.70	3,396.85	3,503.00	3,609.15	3,715.31	3,821.46	3,927.61	4,033.76	4,139.91	4,246.06
8	3,503.42	3,620.20	3,736.98	3,853.76	3,970.54	4,087.32	4,204.10	4,320.88	4,437.66	4,554.44	4,671.22
9	3,854.27	3,982.75	4,111.22	4,239.70	4,368.18	4,496.65	4,625.13	4,753.60	4,882.08	5,010.56	5,139.03

Note: The above represents an overall increase of 1.25% above October 1<sup>st</sup>, 2016 rates.

### “Me Too” Wage Provision

BCAA agrees to provide, during the term of this agreement, a “Me Too” wage provision for bargaining unit staff in cases where it increases the annual wage adjustment for comparable non-bargaining unit staff.

**Letter of Understanding #1**  
**(Previously LOU #3)**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employee's Union, Local 378**

**Employee Concerns and Grievances Related to Article 25**

The Employer and the Union encourage employees to communicate concerns or problems to their appropriate manager so that an expeditious examination of the situation and, if necessary, action can be taken to resolve the matter.

An employee may choose to grieve a personal harassment matter. In this case, the complaint will proceed through the grievance procedure as set out in Article 3.01 and BCAA will not reject the grievance on the basis that it does not fit the definition of a grievance or personal harassment as defined in Article 25.

Having completed the procedure under Article 3.01, an unresolved matter relating to a prohibited grounds of discrimination as set out in the Human Rights Act of B.C. can be advanced to arbitration in keeping with Article 3.02.

Grievances not meeting the prohibited ground of discrimination, as set out in the Human Rights Act, cannot be advanced to arbitration.

**Letter of Understanding #2**  
**(Previously LOU #4)**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employee's Union, Local 378**

**Professional Association Dues and Fees**

For the term of this agreement, the Employer will pay such dues and fees for bargaining unit employees to the same level that are provided to non-bargaining unit employees in the same positions.

**Letter of Understanding #3**  
**(Previously LOU #8)**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employee's Union, Local 378**

**Performance and Long Service Payments**

Employees covered by this Agreement will continue to participate in the employers Performance Incentive Plan as may be provided to other non-bargaining unit employees.

Should the employer provide a lump sum cash payment to non-bargaining unit employees at the top of the salary range, then the same lump sum payment will apply to bargaining unit employees.

**Letter of Understanding #4**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employee's Union, Local 378**

**Employee Consultation**

A committee of three (3) employee representatives and three (3) Employer representatives will meet within thirty (30) days to discuss changes to the performance review system.

**Letter of Understanding #5**

between

**The British Columbia Automobile Association**

and

**Canadian Office and Professional Employee's Union, Local 378**

**Short Term Disability**

The parties agree to evaluate the existing STD program for its effectiveness in dealing with absenteeism, and propose that within twelve (12) months of ratification, the parties will meet in good faith to see if they can negotiate plan design changes to the current STD program.

Should the parties fail to agree, Grant McArthur (mediator) may be used by the parties to act as a consultant to the parties in assisting them in reaching an agreement. It is understood by the parties that this assistance shall not be considered binding.