

**COLLECTIVE AGREEMENT**

**between the**

**BUREAU VERITAS CANADA (2019) INC.**

**and the**

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)**

**Effective from April 1, 2023 to March 31, 2026**

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## DEFINITIONS

For the purpose of this agreement:

- (1) "*bargaining unit*" - means all employees of Bureau Veritas Canada (2019) Inc. at 8577 Commerce Court, 3456 Gardner Court, and 4606 Canada Way, Burnaby, and Unit 1 - 460 Tennyson Place, Victoria, BC except those excluded by the *Labour Relations Code*, or by agreement of the parties, or as listed in Memorandum of Agreement #2;
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement (this includes employees who are rate protected);
- (3) "*child*" - a dependant who is under 22 years of age or under 25 years of age if attending an accredited educational institute, college, or university on a full-time basis;
- (4) "*Code*" - means the *Labour Code* of British Columbia;
- (5) "*continuous employment*" or "*continuous service*" - means employment with Bureau Veritas Canada (2019) Inc., and includes all previous service with the Province of British Columbia for those employees who transferred to the company on January 6, 1989;
- (6) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (7) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (8) "*department*" - means,
  - (a) Food Residue, Microbiology, and Food - Sample Reception; Within the "*Food, Science and Safety Services*" line of business.
  - (b) Organics, Ecotoxicology, Acid Rock Drainage, Environmental Sample Logistics, Inorganics, Trace Metals, and Industrial Hygiene; Within the "*Environmental Laboratory Services*" line of business; and
  - (c) Forensic Equine Drug Testing. Within the "*Pharmaceutical, Forensic and DNA*" line of business.
- (9) "*employee*" - means a member of the bargaining unit and includes:
  - (a) "*regular full-time employee*" - meaning an employee who is employed for work which is of a continuous full-time nature, working an average of 37½ hours per week;
  - (b) "*regular part-time employee*" - meaning an employee who is employed for work which is of a continuous part-time nature, working an average of less than 37½ hours per week. Employees working 25 hours or more per week are entitled to full health and welfare benefits, whereas employees working less than 25 hours per week are entitled to pay in lieu of benefits, as per Article 30.7;
  - (c) "*casual employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:

- seasonal positions;
- positions created to carry out special projects or work which is not continuous;
- temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave.

(d) "*co-op students*" - for the purposes of this agreement, co-op students shall be considered casual employees;

"*employee*" - does not include incumbents of managerial or confidential positions mutually excluded by the parties to this agreement;

(10) "*employer*" - means Bureau Veritas Canada (2019) Inc.;

(11) "*geographic location*" - is that area within a radius of 32 kilometers where an employee ordinarily performs their duties.

(12) "*holiday*" - means the 24 hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;

(13) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;

(14) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;

(15) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;

(16) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 or 30;

(17) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;

(18) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;

(19) "*probation*"

(a) for a regular employee, the first six months of the initial appointment;

(b) for a casual employee, means the first 738 hours of work;

(c) for an employee who is transferred and/or promoted, the first three months of the appointment and/or promotion.

(20) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;

(21) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;

- (22) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (23) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (24) "*termination*" - is the final separation of an employee from employment with Bureau Veritas Canada (2019) Inc. for cause or as otherwise provided for in this agreement;
- (25) "*travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on the Employer's business with the approval of the Employer;
- (26) "*union*" - means the B.C. General Employees' Union;
- (27) "*workday*" - is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (28) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Agreement**

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the quality of services provided. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of operation in which members of the bargaining unit are employed.

### **1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### **1.3 Conflict with Policy**

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

### **1.4 Singular and Plural**

Wherever the singular is used in this agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

### **1.5 Human Rights Code**

- (a) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) The Employer will make available to all interested employees a file containing the *Human Rights Code* of British Columbia and other readily available information relating to that *Code*.

## 1.6 Personal and Psychological Harassment and Bullying in the Workplace

- (a) The Employer, in cooperation with the Union, will promote a work environment that is free from harassment, pursuant to the British Columbia *Human Rights Code*, of any kind where employees are treated with respect and dignity. Harassment and bullying between employees, supervisor (a person in position of authority) to employee, and/or employee to supervisor (a person in position of authority), will not be tolerated in the workplace.
- (b) Personal and psychological harassment means objectionable, vexatious comments or conduct - either repeated or persistent, or a single serious incident - that is known or ought reasonably to be known to be unwelcome and:
- (1) creates a risk to a workers' psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
  - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (c) Sexual harassment is one form of harassment and discrimination which is defined as unwelcome sexual advances or requests for favours which will influence a decision to alter the terms and conditions of employment of an individual who submits to or rejects such advances; and/or any unwelcome sexual conduct that creates an intimidating, hostile, or offensive working environment.
- (d) Bullying is another form of harassment and discrimination which is defined as verbal or physical conduct that over a period of time intimidates, threatens, humiliates or shows hostility to an employee that occurs continuously and systematically within the workplace. It excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers at the place of employment.
- (e) This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*.
- (f) An employee filing a complaint that could be considered frivolous, vindictive, and/or vexatious in nature may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievances.

## 1.7 Harassment Complaint Procedure

- (a) All harassment complaints shall be dealt with in the strictest confidence and shall commence being investigated within 30 days.
- (b) An employee who believes they are being harassed or has observed harassment should immediately notify their supervisor (unless they are the alleged harasser), union steward, or other contact person as listed below to discuss potential means of resolving a complaint and request assistance in resolving the matter. "*Other contact person*" shall include:
- (1) Local Human Resources representative; or
  - (2) Another member of management.

If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

- (c) If the matter is not resolved to the complainant's satisfaction, the complainant may refer the matter to Step 2 of the grievance procedure.
- (d) Pending the determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary. However, any such action taken will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.
- (e) The complainant will not be relocated without their agreement.

### **1.8 Transgender, Gender Non-Conforming and Transitioning Employee Policy**

The Employer shall not discriminate on the basis of sex, sexual orientation, gender identity or gender expression. This Article is designed to create a safe and productive workplace environment for all employees. In furtherance of this objective the Union and Employer agree to the following general policy to cover transgender, gender non-conforming and transitioning employees at work.

#### Definitions

The definitions provided here are not intended to label employees but rather to assist in understanding this policy. Employees may or may not use these terms to describe themselves.

*Transgender:* A term used to describe people whose gender identity and/or expression is different from their sex assigned at birth.

*Gender non-conforming:* This term describes people who identify outside of the male-female gender binary, or people who have, or are perceived to have, gender characteristics and/or behaviours that do not conform to traditional or societal expectations.

*Transition:* The process of changing one's gender from the sex assigned at birth to one's gender identity, which may include "coming out" (telling family, friends, and coworkers); changing the name and/or sex on a legal documents; and/or accessing medical treatment such as hormones and surgery.

- (a) The Employer and the Union will make every effort to protect the privacy and safety of Transgender, Gender non-conforming and Transitioning Employees at all times.
- (b) Upon request by an employee, subject only to the limitations in its external third-party systems, such as its Human Resources Information System ("HRIS") the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents.
- (c) The Employer will provide safe washroom and change room facilities to all Transgender, Gender Non-Conforming and Transitioning workers, regardless of whether or not they have sought or completed surgeries, or completed legal name or gender changes.
- (d) Medical leaves of absence for transitioning employees, will be provided/ accommodated on the same terms as any other medical cost or leave.
- (e) Upon notification by any employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the union and the employee to tailor a transition or support place to the employee's particular needs.

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS****2.1 Bargaining Unit Defined**

- (a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and (or) confidential exclusions.
- (b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by the agreement or by the Labour Relations Board.

**2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, and as amended on September 14, 2010, applies.

**2.3 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement as it applies to that employee, shall be forwarded to the President of the Union or their designate.

**2.4 No Other Agreement**

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

**2.5 No Discrimination for Union Activity**

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

**2.6 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select one steward to represent every 20 employees or major part thereof.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards shall include:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;

- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request of the Employer.

(e) The Union shall conduct investigations of grievances outside of an employee's regular shift. Attendance at such meetings shall not be considered time worked for the applicable employees, including stewards.

(f) The Employer recognizes that in some circumstances it is difficult for union representatives to meet with employees outside of employees' regular shift. In such cases, a union representative shall submit a request in writing to the Human Resources Manager to meet with employees during the employees' regular shift at their normal place of work. Subject to operational requirements, the Employer shall grant permission for such meeting not to exceed a total of one hour's duration for all employees being interviewed for the investigation, regardless of the number of employees involved. Attendance at such meetings shall be considered as time worked for the applicable employees. Permission under this clause will not be unreasonably withheld.

## **2.7 Bulletin Boards**

The Employer shall provide bulletin board facilities of at least 24" x 48" dimensions for the exclusive use of the Union, the sites to be determined by mutual agreement and will be in a prominent easily accessible location. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. It is agreed the bulletin board will be located in both lunchrooms.

## **2.8 Union Insignia**

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

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

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

## **2.10 Time Off for Union Business**

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which require them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee.
  - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Public Service Appeal Board, or the Labour Relations Board.

(b) *With Pay* - leave of absence with basic pay, substitution pay where applicable, to be split evenly between the Employer and the Union, and without loss of seniority will be granted to three employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

(c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay, substitution pay where applicable, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred.

(d) It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay.

(e) Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with two weeks' notice prior to the commencement of the leave under this article. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

### **2.11 Emergency Services**

The parties recognize that in the event of a strike or lockout situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

### **ARTICLE 3 - UNION SECURITY**

All employees in the bargaining unit shall, as a condition of continued employment, become a member of the Union and maintain such membership.

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

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

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are deducted.

(d) All deductions shall be remitted to the President of the Union in an electronic file format, not later than 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.



- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.
- (j) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount.
- (k) Each EFT email will also include:
- (1) Employer name
  - (2) Pay period type (e.g. monthly, semi-monthly, biweekly, etc.)
  - (3) Pay period number
  - (4) Pay period end date
  - (5) Pay period date

#### **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer will provide a list of union stewards to the new employee(s). The Employer agrees that a union steward will be given an opportunity, at the Employer's discretion, to interview each new employee or group of new employees within regular working hours, without loss of pay, for a total of 15 minutes (or 30 minutes for two to a maximum of four employees) sometime during the first 30 days of employment for the purpose of acquainting the new employee(s) with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 6 - EMPLOYER'S RIGHTS**

Except as limited by this agreement, the Employer has and retains all customary and usual rights, functions, and authority of management without limitations including, but not limited to:

- (a) To direct employees, and to determine job assignments and working schedules;
- (b) To determine the materials and equipment to be used;
- (c) To implement changed operational methods and procedures;
- (d) To determine the staffing requirements, to determine and change the size, composition and qualifications of the workforce;
- (e) To determine the kind and location of facilities, to transfer, relocate or consolidate any and all of the operation of the business;

- (f) To select, hire, promote, and transfer employees; to discipline, demote or discharge employees for just cause;
- (g) And to continue, modify and/or discontinue reasonable rules, regulations, and policies.

The parties recognize that the above statement of management rights is not to be construed as restrictive or interpret so as to exclude those prerogatives not mentioned which are inherent to the management function, and which are not limited by the collective agreement.

## **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

### **7.1 Union and Employer Representation**

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

### **7.2 Union Bargaining Committee**

A union bargaining committee shall be appointed and consist of three employees with no more than one employee from any department, as defined herein. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### **7.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the Human Resources Manager at least 24 hours in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to local chairpersons and members of the Provincial Executive. Notification shall be given to the Human Resources Manager in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.
- (e) Notwithstanding Article 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Human Resources Manager, of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.
- (f) The employee's time for attending such meetings as outlined in (b) above shall be considered as time worked. No employee shall be entitled to claim overtime because of such meetings unless the meeting falls within the approved period of overtime.

**7.4 Technical Information**

The Employer shall make available to the Union, upon request, information required by the Union for the purposes of bargaining, positions in the bargaining unit, job classifications, wage rates, benefit plans, and other relevant documents which the Employer has available; provided always that such information requested is not confidential and is the property of the Employer and that the Employer has a legal right to disseminate it. Where possible, two weeks' notice of such request shall be given by the Union, and the Employer shall make every effort to provide the requested information within a reasonable timeframe.

**ARTICLE 8 - GRIEVANCES****8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement or arbitral award including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

**8.2 Step 1**

Every effort shall be made to settle the dispute with the designated supervisor. An employee has the right to have their union steward present at this discussion. If the dispute is not resolved between the employee and their supervisor the employee may submit the grievance to Step 2 of the grievance procedure. Where the employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

**8.3 Time Limits to Present Initial Grievance**

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

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

**8.4 Step 2**

Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:

- (a) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
- (c) transmitting their grievance to the Human Resources Manager or his designate through the union steward.

**8.5 Time Limit to Reply at Step 2**

- (a) Within 14 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance, and attempt to resolve the dispute. The meeting may be waived by mutual agreement. If neither party has contacted one another within the 14 days, the meeting shall be considered waived.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within seven days after having the Step 2 meeting.

**8.6 Time Limits to Submit to Arbitration**

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

**8.7 Failure to Act**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) thirty days after the Employer's decision has been received, or
- (b) thirty days after the Employer's decision was due.

**8.8 Administrative Provisions**

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by email and/or fax.
- (b) Grievances, replies and notification shall be deemed to have been presented on the date on which they were registered and received on the date they were delivered to the appropriate office of the Employer or the Union.

**8.9 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

**8.10 Deviation from Grievance Procedure**

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

**8.11 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Human Resources Manager or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.

**8.12 Technical Objections to Grievances**

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

**8.13 Amending Time Limits**

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

**ARTICLE 9 - ARBITRATION****9.1 Notification**

- (a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, submit the dispute to arbitration within 30 days after the Employer's decision has been received or was due.
- (b) A submission of such a difference or allegation to arbitration shall be by registered mail to the Human Resources Manager or the designated union representative.

**9.2 Assignment of a Single Arbitrator**

When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, the parties shall assign an arbitrator by mutual agreement and set a date for the hearing.

**9.3 Mediation**

- (a) The parties agree that prior to scheduling an arbitration hearing, the parties must attempt to mediate the dispute within a reasonable timeframe with the same arbitrator who has been appointed to hear the grievance.
- (b) At the request of either party the requirement to mediate the dispute as set out in (a) above may be waived.
- (c) If mediation should fail to result in a settlement of the grievance, an arbitration date shall be scheduled within 30 days.

**9.4 Board Procedure**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

**9.5 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

**9.6 Disagreement on Decision**

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

**9.7 Expenses of Arbitrator**

The cost of the Arbitrator's fees and expenses shall be shared equally by the parties to this agreement.

**9.8 Amending Time Limits**

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

**9.9 Expedited Arbitration**

(a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the agreement;
- (6) grievances relating to Article 14 of this agreement;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection;
- (9) demotions.

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

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

- (d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.2.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

### **9.10 Expedited Arbitration for Competition and Performance Appraisal Appeals**

In addition to the expedited arbitration process set out in Article 9.9 the following procedures will also apply to grievances under Clauses 12.2 and 12.13.

- (a) The parties agree that every effort will be made to resolve grievances under Article 12 through the provisions as set out in the BC *Labour Relations Code*, as appropriate.
- (b) Where multiple grievances have been filed on the same posting or in the same Appraisal period, they will be heard by the appointed arbitrator in succession.
- (c) Subject to the availability of the parties and the Arbitrator, the hearing will take place within 30 calendar days of the referral to arbitration.
- (d) The Arbitrator will make a determination on whether the Employer's decision was reasonable and fair.
- (e) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party.
- (f) The parties agree to limit the attendees at the hearing to: the grievor, the union staff representative, the Manager or Supervisor who performed the appraisal and the Employer's representative. Upon mutual agreement of the parties additional witnesses may appear.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

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

### **10.2 Dismissal**

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

**10.3 Suspension**

The Employer may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

**10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five days of the action being taken.

**10.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include letters of reprimand, and employee appraisals. An employee shall be given a copy of any such document placed on the employee's file. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's file. Upon the employee's emailed request, any written reprimand shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided there has not been further disciplinary action. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, which the employee is not aware of.

**10.6 Employee Appraisal Forms**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. An employee shall, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it.

**10.7 Personnel File**

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

**10.8 Right to Have Steward Present**

(a) An employee shall have the right to have their steward or union representative present at any discussion with supervisory personnel which will form the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, which will become part of the employee's employment record, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, to be present at the interview.

(b) If a meeting not intended to be disciplinary becomes the basis for disciplinary action, the employee shall have the right to adjourn the meeting in order to contact their steward. Any meeting that becomes disciplinary in nature where a steward is not present, except where the employee has waived the right to representation, shall not form part of the employee's file.



**10.9 Rejection During Probation**

The Employer may reject any probationary employee for just cause. The test of just cause for rejection shall be a test of ability and suitability for continued employment, and dismissal will be at the Employer's discretion. A grievance related to termination may only be filed if the employee has been terminated in bad faith, arbitrarily or for reasons that are discriminatory.

**10.10 Abandonment of Position**

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

**ARTICLE 11 - SENIORITY****11.1 Seniority Defined**

For the purpose of this agreement, service seniority shall mean the length of continuous services as a regular employee with the Employer. Service seniority for regular employees shall be prorated on the basis of one year's service seniority for every 1950 hours completed.

**11.2 Seniority List**

A current service seniority list for regular employees as of December 31 will be provided by the Employer to the President of the Union on or before March 31 of the following year. A Department Seniority list will also be provided to the Union and posted at the worksite.

**11.3 Loss of Seniority**

- (a) A regular employee on a claim recognized by WorkSafeBC shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (b) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority during the leave period, provided that, upon returning, the employee shall accept the first available position for which the employee is qualified. The Employer shall make every reasonable effort to place the employee in their original classification. To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay, substitution pay where applicable, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred.
- (c) An employee shall lose their seniority as a regular employee in the event that:
  - (1) they are discharged for just cause;
  - (2) subject to Article 11.4, they voluntarily terminates their employment or abandons their position;
  - (3) they are on layoff for more than one year; or
  - (4) they become a casual employee.

**11.4 Re-Employment**

A regular employee who resigns their position and within 60 days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

**11.5 Bridging of Service**

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

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

**11.6 Calculation of Seniority**

- (a) When compiling a seniority list, the Employer shall calculate the seniority for regular full time and regular part-time employees by calendar year and part thereof. Casual employees shall be calculated by hours worked.
- (b) It is understood that for the purposes of calculating seniority for casual employees, 1950 hours will equal one year of service.
- (c) Casual employees will carry their seniority of 1950 hours equal to one year of service upon transfer to regular status.

**ARTICLE 12 - SERVICE CAREER POLICY****12.1 Postings**

- (a) Vacancies that are to be filled for positions in the bargaining unit, shall be posted within 30 days.
- (b) Positions or vacancies shall be posted and filled when the position or vacancy is identified to be more than one month, except as provided in Article 12.5.
- (c) Postings shall contain the following information: job title, job duties, qualifications, education, skills, and shift schedule and general expectations regarding overtime. These requirements shall reasonably relate to the duties of the position.
- (d) Jobs will be electronically posted on the HRIS (Human Resources Information System) for a period of ten calendar days. Additionally, a weekly summary of the open roles at Burnaby will be sent out to employees.

## **12.2 Selection Process**

For the purpose of this section, an internal applicant is a current employee.

- (a) The successful applicant will be determined on the basis of qualifications, knowledge, education, and, skills, having regard to the nature of the duties to be performed and consistent with the position description requirements.
- (b) In the event that the selection criteria set out in (a) above are equal for an internal and an external applicant, priority in appointment shall be given to the internal applicant.
- (c) In the event that the selection criteria set out in (a) above are equal among internal applicants, seniority shall be the determining factor. In considering seniority, Regular employees shall be given preference over casuals.
- (d) Disputes regarding the application of the above shall be resolved pursuant to Articles 8 and 9. Where a grievance has been filed no permanent transfer or placement shall take place until the grievance has been resolved.

## **12.3 Notification**

Unsuccessful internal applicants to posted positions will be notified in writing by email of the name and classification of the successful internal applicant, and the reasons they were unsuccessful. In the case where an external applicant is successful, the name will be withheld.

## **12.4 Trial Period**

An employee, other than a probationary employee, who is transferred to a new classification or promoted to a new job classification shall be placed on trial for a period of 337.5 hours worked or 45 days, whichever occurs first. Conditional on satisfactory service, the employee shall be confirmed in the position at the expiration of the trial period. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee wishes to return to their former position, they shall be returned to their former position and hourly rate without loss of seniority. Any other employee displaced by the return of this employee shall also be returned to their former position and hourly rate, without loss of seniority. Upon mutual agreement of the parties the Trial period may be extended for an additional 45 days.

## **12.5 Transfers Without Posting**

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
  - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
  - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) Temporary transfers may take place without posting due to business demands with no new external hires as a result of these transfers for a period of up to four months. Employees transferred temporarily under this article to a lower classification shall receive their regular rate of pay. Employees temporarily transferred to a higher classification shall receive the higher rate of pay.
- (c) Temporary lateral transfers may take place without posting for the purposes of cross-training employees. Where an employee expresses interest in cross-training, and has the approval of the Employer, they must find another employee from the relevant department willing to switch positions

for a period not to exceed four months. Employees transferred under this article shall receive their regular rate of pay.

(d) The Employer shall notify the Union in writing of transfers made under this article.

### **12.6 Daily Duties**

The Employer recognizes that generally duties performed will be within an employee's own department. Other duties assigned outside of an employee's department shall be allocated equitably by department to qualified employees.

### **12.7 Interviews**

All interviews will be conducted during normal working hours wherever possible.

In the event that interviews must be scheduled outside an employee's normal working hours, compensation shall be in accordance with the provisions of Article 16 - Overtime.

### **12.8 Relocations**

It is understood by the parties that employees shall not be required to relocate from one geographic location to another.

### **12.9 Rehabilitation**

(a) It is the intent of both the Employer and the Union to encourage and facilitate the early return to gainful employment employees who have been ill or injured. To this end, and upon the employee's request, the employee shall have the right to union representation for all return to work discussions.

(b) Both the Union and the Employer are committed to maintain the confidentiality of medical and other information received.

### **12.10 Examination Costs**

The Employer shall pay all costs involved, of employees taking tests or examinations as a result of the job requirements at the request of the Employer.

### **12.11 Provisions Regarding Attendance at Conferences and Meetings**

Employees instructed to attend conferences, seminars, Ministry meetings, training or policy meetings, shall be considered to be working and pay shall be at the appropriate rate. All additional costs and expenses connected with the above meetings shall be covered by the Employer. Time spent in travel shall be considered time worked. Where such conferences are scheduled outside of normal working hours, equivalent time off, for attending the conference will be taken within the following 14 day period, subject to operational requirements.

### **12.12 Job Orientation**

The Employer agrees to provide essential orientation for employees assigned to new jobs.

### **12.13 Equipment Demonstrations**

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee shall attend such demonstrations, conferences

or seminars, upon approval of their application by the Employer. Such approval shall not be unreasonably withheld. Time spent in travel and in attendance shall be considered as time worked.

#### **12.14 Performance Appraisals**

- (a) All employees shall meet with an excluded manager for regularly scheduled appraisals to evaluate performance.
- (b) Employees' annual performance appraisals shall be completed by April 30 of each year, with any resulting monetary compensations to be made as soon thereafter.
- (c) The Performance Appraisal shall include:
  - (1) an appraisal of the employee's performance;
  - (2) a review of the employee's employment objectives and areas of interest;
  - (3) a training plan agreed to by the employee and the manager identifying necessary training, experience, and/or skill upgrading to meet the employee's employment objectives; and,
  - (4) any training programs agreed to by the employee and the manager in accordance to the provisions of Article 20.7 - Leave for Taking Courses, as required to meet the training plan established under 12.13(c)(iii).
- (d) Where a formal appraisal of an employee's performance is carried out, the employee shall be given 24 hours to read, review and make comments on the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's comments in each appraisal section. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. An employee shall, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it. No employee may initiate a grievance regarding the contents of an appraisal unless the signature indicates disagreement with the appraisal.
- (e) Any employee who disagrees with their Performance Appraisal may file the appeal in accordance with Article 8 - Grievances and are subject to the arbitration process as set out in Clause 9.9.
- (f) Any revisions to the Performance Appraisal format must be agreed to by both parties.

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

#### **13.1 Application**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification in reverse order of the service seniority in accordance with the following provisions.

#### **13.2 Pre-Layoff Canvass**

- (a) Before a layoff occurs, the Employer shall consult with the Union in order to discuss ways to minimize the impact of layoffs on employees. Prior to the layoff of regular employees under Clause 13.3, the Employer shall canvass employees in the department where there is a reduction of work to be done, in order to invite:

- (1) placement on the casual call-in list; or
- (2) placement on the recall list with no loss of seniority; or
- (3) voluntary layoff with severance to a maximum of 19 weeks in a lump sum payment; or
- (4) any other voluntary options, as agreed to by the Union and the Employer.

(b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees. The Employer will determine and advise employees if their response will not be considered.

(c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer.

### **13.3 Layoff**

(a) In the event of a layoff the Employer, bargaining unit Chairperson and BCGEU staff representative shall meet to discuss the location, classifications, departments and positions of employees which may be affected by the layoff.

(b) Where there is a reduction of the amount of work to be done, the Employer agrees that casual employees shall be laid off prior to any regular employees within the department affected by the layoff.

(c) A regular employee who is given notice of layoff under this clause may elect to:

- (1) fill a vacancy in any classification provided that the employee is qualified and able to perform in the vacant position with a period of familiarization in accordance with LOU 1; or
- (2) bump a junior regular employee in the same or lower classification, in accordance with Clause 13.5; or
- (3) be placed on the recall list; or
- (4) take severance in accordance with Clause 13.7. Employees electing severance under this provision shall not be entitled to bumping rights or recall; or
- (5) other options as agreed to by the Union and the Employer.

### **13.4 Notice**

(a) An employer shall not lay off an employee without giving the employee, in writing, at least:

(1) two weeks' notice where the employee has completed a period of employment of at least six consecutive months for regular employees and 10 consecutive months for casual employees, and

(2) after the completion of a period of employment of three consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight weeks' notice.

(b) The period of notice shall not coincide with an employee's annual vacation.

(c) When an employer lays off an employee and fails to comply with Article 13.4(a) the Employer shall pay the employee notice pay equal to the period of notice required.

- (d) Payment under Article 13.4(c) does not relieve the Employer from making any other payment to which the employee is entitled.
- (e) Copies of such notification will be forwarded to the Union.

### **13.5 Bumping Rights**

(a) The Employer will, in its sole discretion, identify for each impacted employee, the bargaining unit Chairperson and the BCGEU staff representative a position into which the impacted employee shall be permitted to bump at the point of the pre-layoff canvas. The identified position shall be that of the least senior employee within the same or lower classification in any department for which the laid off employee has the qualifications, skill and ability to fulfill the requirements of the job as set out in Letter of Understanding 1. Once a position has been identified, the following process shall be followed:

- (1) A laid off employee may opt to bump into the identified position.
- (2) The junior displaced employee will not be entitled to displace another employee but will be entitled to recall or severance.
- (3) Where three or more employees are to be laid off in a department, the three most senior employees laid off shall be subject to the procedure outlined at (1) above. The fourth and every subsequent employee laid off shall only be entitled to be placed on the recall list pursuant to Clause 13.6 or accept severance pursuant to Clause 13.7.

- (i) In the event that one of the first three laid off employees elects not to exercise their bumping rights, the next senior laid off employee shall have the rights as defined in (a)(i) above.

(b) Within seven days of being given notice that they be laid off, the employee shall advise the Human Resources Manager whether they wish to exercise their bumping rights under this article and bump into the identified position.

(c) In the event that an employee is bumped by a senior employee they shall have the option of being placed on the recall list or electing severance under Clause 13.7.

(d) Employees who fill a vacancy or bump a junior employee in the same classification will retain their current rate of pay.

(e) Employees who bump into a lower classification will retain their current rate of pay or adopt the rate of pay of the employee who they bumped, whichever is less. Notwithstanding the foregoing, the rate of pay of the bumping employee will remain the same for a period of 30 calendar days following the bump.

(f) The bumping employee shall be the first person offered the former position should it become available within six months following commencement of the position they bumped into.

(g) An employee shall retain but not accumulate seniority while on layoff.

### **13.6 Recall**

(a) Regular employees who are laid off shall be placed on a recall list for a period of 12 months. At the end of the 12 month period an employee may elect to either collect Severance pursuant to Clause 13.7 or may remain on the recall list for a further six month period. This process will be repeated in six month increments until the employee is recalled to work or elects to collect severance pursuant

to Clause 13.7. While on the recall list, no employee is entitled to benefits pursuant to Article 25, except to the extent required by statute.

(b) No new regular or casual employees shall be hired until employees on the regular recall list are offered recall as specified in (c).

(c) Regular employees on the recall list shall be recalled in order of service seniority provided they are qualified and able, to perform the job.

(d) If the recalled employee with the highest service seniority declines, the employee with the next highest service seniority shall be recalled.

(e) An employee shall remain on the recall list for the period specified in (a) or until they decline two offers of work. Declining an offer for a position which the employee is not qualified and able to perform, for will not count as a decline.

(f) An employee shall notify the Employer of intention to return to work within seven calendar days of being notified of recall by registered mail. Failure to return to work within 14 calendar days after being notified of recall will be deemed to be resignation. The Employer shall make every reasonable effort to use available information from the worksite to reach a laid off employee before sending the registered letter, which shall be deemed as proper notice.

### **13.7 Severance Pay**

(a) Within 13 weeks of notice of layoff a regular employee, with written notice to the Employer, may opt for severance. Severance pay shall be paid on the basis of a base salary continuance as follows:

- for each completed year of continuous employment, in the first ten years of employment, three weeks current base salary; and
- for each completed year of continuous employment thereafter, four weeks current base salary.

(b) Employees will not receive an amount greater than 40 weeks current base salary and will not be eligible for recall.

(c) If the employee obtains new employment within the period set out at 13.7(a) and (b) above, the employee must immediately notify the Human Resources Manager and identify the first date of alternate employment. The Employer will cease all severance payments as of the first date of alternate employment, and the employee will receive 50% of the remaining severance payments owing, to be paid out as a lump sum. In no case shall the total severance payment be less than the minimum termination payment required pursuant to the British Columbia *Employment Standards Act*.

### **13.8 Grievances on Layoff and Recall**

Grievances concerning layoff and recall may be initiated at Step 3 of the grievance procedure. The expedited arbitration process as outlined in Clause 9.9 may be utilized for grievances under this article, upon mutual agreement of the parties.



## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1950, which is equivalent to an average of 37½ hours per week. The 1950 annual hours means that all work schedules will be based on that figure.

### 14.2 Work Schedules

- (a) This agreement shall establish shift patterns and length of scheduled workdays.
- (b) The Employer shall determine when various services are provided (hours of operation), the staffing requirements and the numbers of employees required to provide the services.
- (c) Employees shall have two consecutive days off per scheduled workweek. The Employer will use its best efforts to make one of the days either Saturday or Sunday based on operational needs.
- (d) Regular employees shall work the following schedules:
  - (1) Five day week, minimum shift length of seven hours with allowed increments being multiples of ½ hours.
  - (2) The Employer shall give two weeks' notice for any schedule change. Notice shall be sent via email.
- (e) Prior to hiring a new employee, the employer will offer a shift including days of work, and start and stop times to employees in the department within the classification on a seniority basis, provided that the employee assigned has the qualifications to perform the requirements of the work schedule.

The current employee may remain in their schedule until the new hire has completed their training, not to exceed three months. For the purposes of clarity, co-op students are excluded from this article.

### 14.3 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Articles 17.3 or 17.4, the time off granted will be 7½ hours per lieu day for a full-time employee and prorated for a part time employee.
- (b) *Vacation* - where an employee is granted vacation pursuant to Article 18.1, the annual vacation entitlement shall be converted to hours on the basis of a 7½ hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be 7½ hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds 7½ hours, the resulting difference shall be included in the work schedules established pursuant to Article 14.2.

### 14.4 Rest Periods

Employees' rest periods shall be scheduled based on operational requirements, depending on the length of their shift, as follows:

- (a) 3.5 to 6 hour shift ..... One paid 15 minute rest period
- (b) 6 hour shift or longer ..... Two paid 15 minute rest periods

**14.5 Standby Provisions**

(a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to regular employees who are not assigned a regular work schedule and who are normally required to work whenever called.

(b) Employees required to stand by under (a) above will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

(c) Employees shall be assigned standby on an equitable basis.

**14.6 Flextime**

(a) For the purpose of this agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority by the Human Resources Manager to choose their starting and finishing times.

(b) By mutual agreement between the Employer and Union, a compressed workweek may be utilized within the bargaining unit based on the following guidelines:

(1) The Employer will determine the individuals, classifications, and/or departments who are eligible for a compressed workweek schedule based upon operational requirements;

(2) Shift start and finish times, numbers of shifts, and hours comprising a workday will be determined by the Employer affecting only those employees eligible for a compressed workweek schedule;

(3) The work schedule for full-time employees will be based on an average of 37½ hours per workweek;

(4) An employee's scheduled work assignments will not exceed a 10 hour shift, except the mobile lab employees whose shift will not exceed a 12 hour shift;

(5) An employee shall be entitled to no less than two consecutive days off per workweek in accordance to 14.2(c);

(6) Employees of a similar classification may exchange shifts with the approval of the Employer, provided that advance written notice is given by the employees and provided there is no increase in cost to the Employer, and;

(7) A compressed workweek schedule can be amended or cancelled by the Employer by giving one week advanced notice prior to posting of the new schedule.

**14.7 Scheduling Limitations**

Unless otherwise specified in this article, the following shall always apply:

(a) Employees shall not be required to work split shifts except by mutual agreement between the employee and Employer.

- (b) All schedules shall clearly indicate the starting and finishing times of each shift.
- (c) If the Employer introduces more shifts, as defined in 15.1 of this agreement, before introducing another shift, discussion with the Labour Management Committee will occur in order to make recommendations before the change.
- (d) When there is more than one schedule per department, employees will be assigned to each schedule based on seniority and employee preference, provided that the employee assigned has the qualifications to perform the requirements of the work schedule.

#### **14.8 Scheduling Earned Time Off**

- (a) Employees may exchange days off with the Employer's approval providing there is no increased cost to the Employer.
- (b) Under the provisions of Articles 17.3 and 17.4 of this agreement, the day off in lieu of a holiday worked or a holiday on a day of rest, shall be scheduled by mutual agreement between the Employer and the employee within 90 days of the holiday. If the day off has not been scheduled, it shall be attached to the first consecutive days of rest.
- (c) Article 14.8(b) shall not apply to regular part-time employees. Regular part-time employees who are scheduled to work a full-time shift shall be subject to the work schedule applicable to their work unit and shall have Article 14.8(b) apply.

#### **14.9 Meal Periods**

Meal periods shall be scheduled as close as possible to the middle of the shift. The length of the meal period shall be subject to mutual agreement and not be less than 30 minutes nor more than 60 minutes. Employees shall normally be entitled to take the meal period uninterrupted, away from the work area. Where required to take the meal period at the work area or to be available for work, the meal period shall be considered time worked.

### **ARTICLE 15 - SHIFT WORK**

#### **15.1 Definition of Shifts and Premiums**

- (a) *Identification of Shifts:*
  - (1) *Day Shift* - all hours worked on any shift which starts between 4:30 a.m. and 12:59 p.m. inclusive;
  - (2) *Afternoon Shift* - all hours worked on any shift which starts between 1:00 p.m. and 8:59 p.m. inclusive;
  - (3) *Night Shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.
- (b) *Shift Premium:*

\$1.50 per hour for afternoon shift; \$1.75 per hour for night shift.
- (c) Notwithstanding 15.1(a) and (b), employees listed in Letter of Understanding #6 Shift Premiums will be entitled to shift premiums as provided for in that letter of understanding.

## 15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Article 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) Employees covered by flextime and/or modified workweek agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.
- (c) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

## 15.3 Notice of Work Schedules

- (a) Work schedules for regular employees shall be posted at least 14 days in advance of the starting day of a new schedule.
- (b) In the event that an employee's work schedule or shift is changed without five days' advance notice the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed. This provision does not apply if such change is the result of the actions of another employee exercising their rights under this collective agreement.

## 15.4 Short Changeover Premium

- (a) If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and the start of their next shift, a premium calculated at the overtime rates paid will be for hours worked on the succeeding shift within the 24 hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the 24 hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

## 15.5 Exchange of Shifts

Employees may exchange shifts with the written approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

## 15.6 Shortfall of Annual Working Hours

There shall be no payback for shortfall of annual working hours in the shift systems.

# ARTICLE 16 - OVERTIME

## 16.1 Definitions

- (a) "*Overtime*" - means work performed by an employee in excess of the full-time hours defined in Article 16.3.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.

- (c) "*Time and one-half*" - means one and one-half times the straight-time rate.
- (d) "*Double-time*" - means twice the straight-time rate.

**16.2 Authorization and Application of Overtime**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) The method of compensation for overtime shall be in accordance with Article 16.5(d) of this agreement.

**16.3 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) the scheduled daily hours in a fixed schedule; and
  - (2) the agreed averaging period 37½ hours per week.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 75.
- (c) Overtime shall be compensated based on actual hours and/or part hours worked.

**16.4 Recording of Overtime**

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

**16.5 Overtime Compensation**

- (a) Overtime worked shall be compensated at the following rates:
  - (1) Straight-time for the first half hour in excess of the regular daily schedule. Should requests for overtime be limited to only 30 minutes, the employee will have the right of refusal;
  - (2) time and one-half for:
    - (i) next one and a half hours of overtime worked in any given day
    - (ii) the first seven hours in excess of the regularly scheduled workweek;
  - (3) at double-time for all hours worked in excess of Article 16.5(a)(1) and (2);
  - (4) if an employee is called out without notice on their day of rest or an employee is directed to work on their day of rest then overtime will be compensated at the rate of double time for all hours worked.
- (b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of time and one-half for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time for all hours worked.

- (c) An employee on travel status who is required to travel on the Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) An employee shall receive pay for overtime compensation or may request equivalent compensating time off in lieu of being paid at the time the overtime is authorized.
- (e) An employee may accumulate no more than 75 hours of banked overtime. The employee who has accumulated 75 hours of banked overtime must then elect to reduce the accumulated hours by taking payment at the applicable hourly rate, or by taking compensating time off at a time mutually agreed upon by the employee and the Employer.
- (f) Employees will have the choice to be paid out at the end of the calendar year, or to carryover those hours into the next year. Employees must make the decision in writing or email by December 1<sup>st</sup>, with the Employer acting reasonably depending on the circumstance. In the event that the employee does not advise their choice by December 2<sup>nd</sup>, the overtime will continue to be banked.

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

- (a) When an employee is required to work three hours or more overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance and a meal break of one-half hour with pay will be given. The overtime meal allowance shall be to a maximum of \$20. The employee shall submit a receipt, dated within 12 hours of the end of overtime worked, to the Employer within a reasonable time period to be reimbursed.
- (b) If the employee continues to work overtime beyond four hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every four hours worked thereafter.
- (c) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.
- (d) Where any of the meals provided under (a), (b) or (c) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one benefit for each meal.

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

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

#### **16.8 Right to Refuse Overtime**

- (a) The most senior qualified employee shall have first choice for overtime work and may refuse overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the overtime shall be assigned to the least senior employee.
- (b) Employees shall not be required to work more than 10 hours of overtime per week. In cases where an employee has reached the maximum 10 hours, they shall notify his Supervisor. Overtime shall then be assigned to another employee. In the rare circumstances where all employees have reached the maximum 10 hours of overtime in a week, overtime work shall be again allocated as per (a) above. When an offered overtime shift will put an employee beyond the 10 hour maximum, the employee may accept or decline the overtime shift in whole.

- (c) Notwithstanding (a) above, for continuity of testing in the case of legal testing or GLP testing, overtime may not be offered on the basis of seniority.
- (d) Whenever possible employees will make their Supervisor aware in advance if they are unable to work overtime which extends their scheduled shift.

### **16.9 Overtime for Regular Employees**

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

### **16.10 Callout Provisions**

- (a) A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates.
- (b) A regular employee who is called back to work outside their regular working hours shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.
- (c) For the purposes of (a) and (b) above it is agreed that "callout" means that an employee has been called out without prior notice.

### **16.11 Rest Interval After Overtime**

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

## **ARTICLE 17 - PAID HOLIDAYS**

### **17.1 Paid Holidays**

- (a) The following have been designated as paid holidays:

New Year's	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Christmas Day
Victoria Day	Boxing Day
Canada Day	National Day for Truth and Reconciliation

\*Diversity Floating Holiday (starting January 1, 2024)

- (b) Any other holiday proclaimed as a holiday by the federal or British Columbia's provincial governments shall also be a paid holiday.

(c) \*Many of the current recognized holidays under this Article are centered around Christian and/or colonial holidays and are therefore not meaningful or significant to many of the diverse people in our societies. In the spirit of equity, decolonization, and inclusion, all employees shall be entitled to one day off to be used at their discretion.

### **17.2 Holidays Falling on Saturday or Sunday**

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as observed on some other day, the next scheduled workday shall be deemed to be the holiday for the purposes of this agreement.

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

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at time and one-half rate plus a paid day in lieu.

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

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of time and one-half for hours worked, plus a paid day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time for hours worked, plus a paid day off in lieu of the holiday.

### **17.5 Holiday Coinciding with a Day of Vacation**

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

### **17.6 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

### **17.7 Volunteer Day**

Volunteer Day is available to all full-time employees who have successfully passed their probation period.

Employees are permitted to volunteer 7.5 paid hours per calendar year to assist a registered charity of their choice, subject to the following:

- Volunteer Time must be pre-approved by your Manager, with at least a two-weeks notice.
- Volunteer time should not conflict with the peak work schedule, other work related responsibilities, create need for overtime, or cause conflicts with other employees' schedules.

Managers may, at their discretion, require employees to provide information regarding the charity chosen by the employee. It will be the responsibility of the employee to provide the requested information to their Manager.



## ARTICLE 18 - ANNUAL VACATIONS

### 18.1 Annual Vacation Entitlement

(a) *Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 1 and ending December 31.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular full-time employee will have an annual vacation entitlement as follows:

Vacation Years	Workdays
0 - Fifth	15
Sixth	16
Seventh	17
Eighth	18
Ninth	19
Tenth	20
Twelfth	21
Fifteenth	22
Eighteenth	23
Twentieth	25
Twenty-fifth	30

(c) Vacation entitlement does not accrue while an employee is on an unpaid leave of absence that they have requested.

(d) *Conversion of Hours* - where an employee is granted vacation pursuant to this article and where the regularly scheduled workday is greater than 7½ hours per day, the annual vacation entitlement shall be converted to hours on the basis of a 7½ hours day and deducted accordingly.

(e) Regular employees working on a part-time basis shall be entitled to annual vacation on a prorated basis as per the schedule above.

### 18.2 Vacation Earnings for Partial Years

(a) During the first partial year of service a new employee will earn vacation at the rate of one twelfth the annual vacation entitlement for each month worked.

(b) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month. Employees are eligible to schedule their annual entitlement at any time during the vacation year. However, where an employee has taken more vacation than earned in the current vacation year, the unearned portion shall be recovered upon termination of employment.

### 18.3 Vacation Scheduling

(a) With the exception of authorized vacation carryover under Article 18.6, the scheduling and completion of vacations shall be on a calendar-year basis and full-vacation allotment shall be made available in ADP at the start of the calendar year.

- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of calculation of vacation entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) An employee earns but is not entitled to receive vacation leave during the first six months of continuous employment.
- (d) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (e) The employee shall be permitted to take their vacation entitlements at any time during the year if the vacation schedule permits.
- (f) Vacation shall be granted on the basis of service seniority within a classification series in the work unit as defined by the Employer.
- (g) As per the vacation chart. In not peak production months, employees will be allowed to take up to their full entitlement of vacation hours, pending manager approval, acting reasonably in the circumstances.

#### Vacation Chart

Department/Location	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
055EIN/Victoria					X	X	X	X	X	X		
056ARD/Acid Rock Drainage				X						X	X	
056CSE/Env Customer Service					X	X	X	X	X	X		
056CSF/Food Customer Service not seasonal												
056EBA/Ecotox				X	X	X	X	X	X	X	X	
056EIN/Inorganics Water Lab					X	X	X	X	X	X		
056EOR/Organics					X	X	X	X	X	X		
056ESL/Sample Logistics					X	X	X	X	X	X		
056FAC/Facilities not seasonal												
056FMB/Food Microbiology				X	X	X	X	X	X			
056FRE/Food Residue	X	X	X									
0561HG/Industrial Hygiene					X	X	X	X	X	X		
056TRM/Trace Metals					X	X	X	X	X	X		
058CSG/Product Testing Sales not seasonal												
058EQD/Equine Testing					X	X	X	X	X	X		
058PTS/Product Testing not seasonal												

\*\* X identifies 2 weeks of vacation max

- (h) Employees shall exercise their seniority rights for the choice of their first, second and third vacation periods in three selection rounds, prior to November 30, after which vacation shall be awarded on a first come, first served basis. A vacation period is defined as a request for a continuous period of time off, in lengths of one day or greater, but not more than two weeks for each selection.
- (i) Vacation schedule forms shall be posted by November 1 of each year in each work unit as defined by the Employer. The complete vacation schedule shall be posted by December 15.
- (j) An employee who does not exercise their seniority rights within 10 days after receiving the vacation schedule, shall not be entitled to exercise these rights with respect to any vacation time previously selected by an employee with less seniority.

- (k) Vacation schedules may be amended at any time by mutual agreement of the Employer and any employee affected by the change.
- (l) The Employer shall make every effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (m) Employee cancelled vacation will be returned to the vacation pool according to LOU 8 - Vacation Scheduled-Cancelled Vacation.
- (n) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.
- (o) There shall be no blacking out portions of the schedule.

#### **18.4 Vacation Pay**

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 workdays preceding their vacation, in which case they shall receive the higher rate.
- (b) Once per calendar year, upon 30 days written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular paycheque issued during the vacation period, except that no payroll advance shall be issued in December for any pay periods that fall in January.

#### **18.5 Approved Leave of Absence with or Without Pay During Vacation**

When an employee is in receipt of the Weekly Indemnity benefits or on leave with or without pay in accordance with Articles 20.1, 20.5 and 20.7 which extends into their scheduled vacation period, there shall be no deduction from the vacation credits for such leave. However, if the employee becomes seriously ill or injured, while on vacation, the vacation days shall be rescheduled providing the employee submits supporting medical documentation to the Employer immediately upon returning to work, and dated for the vacation days to be credited, as confirmation that the seriousness of the illness or injury interrupted their scheduled vacation period. The period of the rescheduled vacation shall be taken at a mutually agreed time. If the Employer does not agree that the medical documentation provided by the employee supports the request for vacation rescheduling, the matter may be advanced to Step 2 of the grievance procedure.

#### **18.6 Vacation Carryover**

- (a) An employee may carry over up to one-half of their annual vacation entitlement days per vacation year not to be cumulative. All vacation carryover must be scheduled and taken prior to the end of the year. An employee shall not by mutual agreement receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

**18.7 Callback from Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred thereby by them self, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer including reimbursement of any penalties required for cancellation of vacation arrangements.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

**18.8 Vacation Leave on Retirement**

An employee scheduled to retire shall be granted vacation entitlement prorated to the retirement date in the final calendar year of service.

**18.9 Vacation Credits Upon Death**

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

**ARTICLE 19 - WEEKLY INDEMNITY AND LONG-TERM DISABILITY****19.1 Weekly Indemnity and Long-Term Disability Benefits**

*Employees shall be entitled to:*

- (a) Coverage for Weekly Indemnity (short-term disability) at a range of 67% to 75%, based on years of service as per Appendix 3, of their base wage, up to a maximum of \$1,000 of Weekly Indemnity benefits per week for a period of 17 weeks (119 days) and the wait period is six calendar days;
- (b) Coverage for long-term disability at 67% after 119 calendar days in accordance with the agreed upon Group Life and Health Insurance Policy. The employee shall pay 100% of the premium;
- (c) The Employer will maintain coverage as outlined in this agreement.

The Employer shall maintain coverage for medical, extended health, group life, accidental death and dismemberment, weekly indemnity and long-term disability and shall pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to the Weekly Indemnity and Long-Term Disability Plans.

Vacation entitlement and vacation pay based on earnings from the Employer will continue to accrue for the first partial year of leave only and must be taken by the end of the year in which the employee returns to work. Vacation carryover will be in accordance with Section 18.6(a).

On return from leave, an employee shall be placed in their former position.

An employee on leave pursuant to this clause shall earn seniority for all hours the employee would have worked had they not been ill and been able to stay on the job.

(d) Notwithstanding (b) above, those employed prior to October 15, 2009 will have premiums paid as outlined in Letter of Understanding 3.

### **19.2 WCB Leave**

When an employee is on a claim recognized by WorkSafeBC while the employee was on the Employer's business, they shall be entitled to leave without pay until such time they are medically cleared to return to work to perform the duties of their own classification.

The Employer shall maintain coverage for medical, extended health, group life, accidental death and dismemberment, wage indemnity and long-term disability and shall pay the Employer's share of these premiums.

Vacation entitlement and vacation pay based on earnings from the Employer will continue to accrue in accordance with the *Workers Compensation Act* for the first partial year of leave only and must be taken by the end of the year in which the employee returns to work. Vacation carryover will be in accordance with Section 18.6(a).

On return from leave, an employee shall be placed in their former position. An employee on leave pursuant to this clause shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

### **19.3 Sick Leave**

(a) When an employee is absent due to sickness, it is required that they will advise their supervisor prior to the start of their scheduled shift. If the supervisor is unavailable, the employee shall leave a voicemail with the supervisor and reception. Employees are entitled to a maximum of seven sick days per year at 100% pay. From year-to-year, an employee may only carry-forward an amount of unused sick days such that they will have no more than a combined total of 12 sick days for the subsequent year. If during a year employment is discontinued, sick time will be prorated.

(b) In the case of illness of a dependent child or immediate family member, who resides with an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or immediate family member, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of three days' leave at any one time for this purpose.

(c) The Employer may request a note from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

(d) Sick days will be prorated for part-time and casual employees converted to permanent status part way through the year.

## **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

### **20.1 Bereavement Leave**

(a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays. Leave in excess of five workdays may be granted without pay and such leave shall not be unreasonably withheld.

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

## **20.2 Special Leave**

- (a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:
  - (1) marriage of the employee one day per calendar year;
  - (2) birth or adoption of the employee's child one day per calendar year;
  - (3) attend his formal hearing to become a Canadian citizen one day per calendar year;
  - (4) attend funeral as pallbearer or mourner one-half day per calendar year;
  - (5) Serious household or domestic emergency one day per calendar year.
- (b) Where leave from work is required, an employee shall be entitled to special leave without pay for the following:
  - (1) attend wedding of the employee's child one day
  - (2) moving household furniture and effects one day;
  - (3) court appearance for hearing of employees' child one day;
  - (4) attend funeral as pallbearer or mourner one-half day
- (c) Two weeks' notice is required for leave under (a)(1) and (a)(3), and (b)(1) and (b)(2).
- (d) For the purpose of (a)(4) and (a)(5) leave with pay will be only for the workday on which the situation occurs.
- (e) For the purpose of determining eligibility for special leave under (b)(2), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (b)(2) on one occasion within the preceding 12 months.
- (f) For the purpose of (b)(4) this leave will be used after the paid leave in (a)(4) has been utilized.

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

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

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of 90 days;
- (b) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one year; and shall be renewed upon request.
- (c) for employees elected to a public office for a maximum period of five years;

(d) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union. The leave shall be for a period of three years and shall be renewed upon request.

#### **20.4 Leave for Court Appearances**

(a) The Employer shall grant paid leave to employees, to a maximum of two weeks other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend a court shall be without pay.

(c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

(e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

#### **20.5 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

#### **20.6 Leave for Taking Courses**

(a) An employee shall be granted leave with pay to take courses at the request of the Employer as agreed between the parties in accordance with Article 12.13 - Performance Appraisal, or by mutual agreement between the Employer and employee. The Employer shall bear the full cost of the course including tuition fees, entrance or registration fees, laboratory fees and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

#### **20.7 General Leave**

Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay or benefit continuation to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons orally for withholding approval.

#### **20.8 Leave for Medical/Dental Care**

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off, not to exceed two hours, for medical and dental appointments for employees or for dependent children shall be permitted to a maximum of 15 hours per year.

Where employees have exceeded the 15 hour maximum, they shall have the option of using time from sick leave pursuant to Article 19.3 or, where requested, the Employer shall grant leave without pay.

## ARTICLE 21 - PREGNANCY, ADOPTION AND PARENTAL LEAVE

### 21.1 Pregnancy Leave

- (a) An employee is entitled to pregnancy leave of up to 17 weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the birth. Such notice will be given at least 10 weeks prior to the expected date of the birth of the child.
- (c) The period of pregnancy leave alone or in combination with the leave period of 21.3 may commence up to 13 weeks prior to the expected date of the birth of the child, and may not commence any later than the actual birth date.
- (d) Such leave request must be supported by appropriate medical documentation.

### 21.2 Parental Leave

- (a) Upon written request an employee who took pregnancy leave shall be entitled to parental leave of up to 61 consecutive weeks without pay. All other birth or adopting, including same sex parents may take up to 62 consecutive weeks without pay as parental leave. The initial period of parental leave may be extended up to an additional five consecutive weeks without pay, if the child requires an additional period of parental care, pursuant to the requirements of the British Columbia *Employment Standards Act*.
  - (1) For the birth parent - who took pregnancy leave - parental leave to commence immediately after the pregnancy leave ends.
  - (2) For the birth parent who does not take a pregnancy leave - parental leave to commence anytime within 78 weeks after the birth.
  - (3) For the adopting parent - parental leave to commence anytime within 78 weeks after the child is placed with the parent.
- (b) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave up to five weeks.

### 21.3 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.2 and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of one week without pay immediately before leaves pursuant to 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.



#### 21.4 Benefits Continuation

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, and 21.3 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.5, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

#### 21.5 Deemed Resignation

- (a) An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, or 21.3 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21, Pregnancy and Parental Leave, or if they do not return to work after having given such advice.
- (b) Employees who decide to resign following pregnancy/parental/adoption leave are requested to submit a letter of resignation at least one month prior to the expected return to work date.

#### 21.6 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of pregnancy or parental leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from pregnancy or parental leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 and its waiting period providing the employee returns to work for a period of not less than six months.

Vacation earned pursuant to this clause may be carried over to the following year.

- (d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on pregnancy or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent pregnancy or parental leave.

#### 21.7 Sick Leave Credits

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

### ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

#### 22.1 Statutory Compliance

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

**22.2 Joint Occupational Health and Safety Committee**

The parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local occupational health and safety committees will be established and operated as outlined below:

- (a) The Committee will be composed of at least six members, three of whom shall be employees appointed by the Union and three of whom shall be representatives appointed by the Employer. Additional members may be appointed by the Committee to represent additional departments.
- (b) The Committees will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.
- (d) Other committee business in accordance with (c) above shall be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to this committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.
- (e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.
- (f) A minimum of 8 hours per year of training will be provided for members of the occupational health and safety representatives as per WorkSafeBC Regulations.

**22.3 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on assignment which, in the opinion of a safety committee member or the Site Safety Coordinator, after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workplace Safety and Insurance Board.

Where an employee acts in compliance with Section 3.24 of WorkSafeBC Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

**22.4 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from short-term disability leave or sick leave entitlement.

**22.5 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate

arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

## **22.6 Pollution Control**

The Employer and the Union agree to limit all forms of environmental pollution.

## **22.7 Investigation of Accidents**

(a) Pursuant to Section 6 of WorkSafeBC Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.

(b) Reports shall be submitted on an accident investigation form which may be amended by mutual agreement and copies sent to:

- (1) WorkSafeBC
- (2) Occupational Health and Safety Committee
- (3) Employer Designate(s)
- (4) BCGEU Designate(s)

Nothing in this article restricts the right of the Employer to require the management representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

(c) In the event of a fatality, the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

## **22.8 Industrial First Aid Requirements and Courses**

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational Level 2 First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational Level 2 First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive \$45 biweekly.

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 75; however, no employee shall receive more than the monthly allowance for the class of certificate which they hold.

Employees designated to act as the Occupational Level 2 First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to 10 days or while on vacation leave with pay.

Where the Employer has an additional requirement for a first aid attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 workdays in any month, they shall receive the full monthly allowance.

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Industrial First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work unit possesses an Occupational Level 2 First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational Level 2 First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.
- (4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:
- (i) recall a qualified casual employee in order of seniority from those holding the appropriate Occupational Level 2 First Aid Certificate, and/or
  - (ii) include an Occupational Level 2 First Aid Certificate as a desirable qualification on a posting pursuant to Article 12.1(c).
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational Level 2 First Aid training in order to obtain a certificate.

## **22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

- (a) The Employer will abide by the Industrial Health & Safety Regulations of WorkSafeBC.
- (b) Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

### **22.10 Safety Equipment**

The Employer shall supply all safety equipment required for the job, WorkSafeBC Regulations, or required by the Employer. A prescription safety glass allowance will be provided every 24 months for those full time employees regularly required to wear prescription safety glasses in the normal performance of their duties. This allowance shall be at no cost to employees when they fill their prescription under Bureau Veritas Canada (2019) Inc.'s account at any designated carrier. Due to Health and Safety requirements, appropriate permanently fitted safety side shields will be mandatory for all prescription safety glasses. A boot allowance of \$150 per year will be provided for those full-time employees regularly required to work in areas designated as requiring safety protective footwear.

Regular full-time and regular part-time employees with six or more months of service may opt to purchase their own prescription safety glasses. Employees who purchase their own prescription safety glasses shall be able to claim reimbursement of up to \$300 every 24 months.

To claim reimbursement, a receipt must be presented.

**22.11 Clean-up Time**

- (a) Employees shall be allowed reasonable time during the shift for clean-up purposes.
- (b) Facilities for such clean-up shall be provided by the Employer subject to the practicability of the particular situation.

**22.12 Supply and Maintenance of Equipment**

The Employer shall provide and maintain all equipment, tools, machinery, furniture and supplies necessary for the employees to perform their duties.

**ARTICLE 23 - TECHNOLOGICAL CHANGE****23.1 Technological Change Acknowledgement**

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
- (c) In light of this mutual recognition the parties have agreed to the following:

**23.2 Notice Provision**

- (a) For the purpose of technological change as defined in relevant legislation, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Article 23.2(a), the Joint Committee established under Article 29 shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Article 23.2(a) will provide the following information:
  - (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Article 23.2(a):
  - (1) Regular employees who are assigned by the Employer to work with the new technology shall receive an eight week period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered an available vacancy for which they are qualified and able to perform, or severance pay provisions of Article 13 Layoff and Recall.
  - (2) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 or 30 as appropriate.

### **23.3 Exception for Normal Layoffs**

For purposes of this article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

### **23.4 Statutory Obligation Exception to Notice Requirement**

Notwithstanding Article 23.2(a), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

### **23.5 Ongoing Communication and Consultation**

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology. Accordingly, the parties agree, pursuant to Article 29, to meet to exchange information with respect to such changes at the request of either party.

## **ARTICLE 24 - CONTRACTING OUT**

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

## **ARTICLE 25 - HEALTH AND WELFARE**

### **25.1 Basic Medical Insurance**

All employees shall be covered by the BC Medical Services Plan. The Employer shall pay the monthly premiums for employees and their eligible dependants.

### **25.2 Extended Health Benefits**

The Employer shall provide and pay the 100% monthly premiums for employees and their eligible dependants for extended health benefits in accordance with the agreed-upon Group Life and Health Insurance Policy administered by the company's group benefit carrier.

### **25.3 Dental Plan**

The Employer shall provide and pay the 100% monthly premiums for employees and their eligible dependants for dental plan benefits in accordance with agreed-upon Group Life and Health Insurance Policy administered by the company's group benefit carrier:

- 100% premium for Plan A - basic and
- 50% for Plan B - major restorative to a combined maximum of \$2000 per person per year.
- 50% for Plan C (Orthodontics) - \$1500 lifetime maximum per dependent child.

### **25.4 Group Life and Accidental Death and Dismemberment**

The Employer shall provide group life and accidental death and dismemberment plans in accordance with the agreed-upon Group Life and Health Insurance Policy administered by the company's group benefit carrier. The Employer shall pay 100% of the premium on the minimum base and the employee shall pay the premium for any insurance over the minimum.

**25.5 Master Benefit Plans and Policy**

A copy of the Group Life and Health Insurance Policy administered by the company's group benefit carrier will be sent to the President of the Union.

**25.6 Change of Carrier**

The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.

**ARTICLE 26 - WORK CLOTHING**

- (a) The Employer shall provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel.
- (b) The Employer shall provide all wearing apparel, footwear, and/or protective clothing presently issued to employees and shall be responsible for the cleaning and maintenance of said items.
- (c) An employee who is in receipt of an issue of uniform/clothing will have replacement made when they surrender unserviceable items previously issued.

**ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES****27.1 Equal Pay**

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

**27.2 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Casual employees shall receive their paycheque no later than four weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than four weeks from the date of earning them.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

**27.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Article 27.7.

- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) The rates of pay are recorded in Appendix 1.

#### **27.4 Substitution Pay**

(a) When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position, they shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 5% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

Payment for leave under Articles 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 days preceding their leave, in which case they shall receive the higher rate.

(b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.

(c) *Positions Temporarily Vacant*

The Employer acknowledges that, except in cases of emergency, the workload of employees covered by this agreement will not be increased beyond their regular level as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reasons. This clause shall only apply when workloads are full.

(d) Where substitution is required for Team Leader, Analysts, Technicians Sample Reception, Administration or Lab Assistants, the most senior available qualified employee in the appropriate classification shall be afforded the opportunity to substitute in the higher position.

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

When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to 5% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

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

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

#### **27.7 Salary Protection and Downward Reclassification of Position**

(a) When an employee's classification is changed or an employee is placed into a position with a lower maximum salary, through no fault of the employee, the following shall apply:

- (1) the employee shall not have their salary reduced;



(2) the employee shall not receive any salary increases until the maximum salary of the lower classification equals or exceeds the employee's salary;

(3) when the maximum salary of the lower classification equals or exceeds the employee's salary the employee shall receive the full negotiated salary increases of the new classification thereafter.

(b) Such changes in classifications or placements made pursuant to Article 13 are not covered by (a) above.

### **27.8 Vehicle Allowances**

Vehicle allowances for all distances travelled on the Employer's business shall be paid to employees who are required to have their vehicle at work for use in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence which is in excess of the travel distance from their place of residence to the headquarters. Vehicle allowance shall be as per Bureau Veritas Canada (2019) Inc. policy.

### **27.9 Personal Vehicle Use**

Employees have the right to refuse to use their own vehicles for company business.

### **27.10 Meal Allowances**

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

Compensation for meal and miscellaneous living expenses, with the exception of hotel room and transportation charges, shall be no less than \$70 per day, and according to Bureau Veritas Canada (2019) Inc. policy.

### **27.11 Return to Headquarters**

(a) Employees on travel status shall be afforded the opportunity of returning to their headquarters for their days of rest (weekend) at the end of a three week period at the Employer's expense.

(b) Travel time under this article shall be on the employee's time and accommodation expenses for the weekend period, if any, shall be the employee's responsibility.

(c) The Employer shall determine the mode of transportation to be taken by the employee.

### **27.12 Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 1:00 a.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation upon presentation of receipts, reasonable compensation for expenses incurred.

### **27.13 Upgrading Qualifications**

Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

**27.14 Accommodation, Board or Lodging**

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid by the Employer.

**27.15 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one five minute telephone call home, to or within British Columbia, for every one night away, which may be used on a cumulative basis up to 35 minutes total for seven days away.

**27.16 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary rate is established, the maximum reduction shall be the closest step to 8%, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than 5%, the new salary shall be the maximum of the new position.

**27.17 Out of Pocket Expenses**

An employee in performing their duties may claim unusual and/or extraordinary out-of-pocket expenses, subject to the approval of the Employer.

**27.18 RRSP Contribution**

The Employer will contribute to a regular employee's RRSP plan an amount equal to that contributed by the employee each month, up to a maximum of 3% of the employee's gross earnings.

**ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION****28.1 Classification Specifications**

- (a) Job classifications and specifications determinate of such classification levels shall be established by mutual agreement between the Employer and Union.
- (b) No existing classification shall be eliminated without prior consultation with the Union.
- (c) Prior notification will be made with the purpose to resolve any potential conflicts with the elimination of an existing classification.

**28.2 Job Classification Evaluation**

- (a) The Employer may evaluate, review, and/or analyse classification standards and/or specifications for any position covered by this agreement. However, if the results of such evaluations indicate a relative change in the value of a classification or impact to the classification series the following steps will be followed:
  - (1) The results of the job evaluation will be presented to the Labour/Management Committee for review;
  - (2) The Labour/Management Committee will evaluate the impact upon classification specifications and/or values, and;

(3) Make joint recommendations to changes in the classification specifications and value of the classification to the Employer and Union.

(b) The Employer may update classification standards and/or specifications where it does not change the relative value of the classification or impact to the classification series. When revised classification standards and/or specifications are issued by the Employer, a copy will be filed with the President of the Union.

### **28.3 Classification and Salary Assignments**

(a) When a new or substantially altered classification covered by this agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.

(b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within 10 days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.

(c) The Union may then refer the matter within 30 days to the special Arbitrator agreed by the parties who shall determine the new rate of pay.

(d) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.

### **28.4 Classification Appeal Procedure**

An employee shall have the right to grieve, through the Union, the classification of the positions they occupy.

(a) If an employee believes that the position they occupy is improperly classified, they shall discuss the classification or grade with their immediate supervisor.

(b) The supervisor shall, upon request, provide the employee with a written statement of duties and responsibilities within 30 days of the request.

(c) Upon request, the employee and their immediate supervisor shall discuss this statement by comparison with the classification specification(s).

(d) If there is a dispute between the supervisor and the employee concerning the classification or grade of the position they occupy, or if the employee believes there is a conflict between their classification specification and the statement of duties, the employee may initiate a grievance at Step 2.

### **28.5 Documents for Labour/Management Committee**

The Labour/Management Committee is responsible for the maintenance of all documentation including evaluation results, job specifications, and individual ratings for all jobs, and shall be supplied with all relevant documentation for making position ratings.

### **28.6 Substitution Pay in Lieu of Formal Reclassification**

If the Employer does not wish certain duties to be continued to be performed by the employee, the Employer has the authority to pay substitution pay for the period for which the duties were performed.

**28.7 Job Descriptions**

The Employer agrees to maintain updated job descriptions for all positions and classifications for which the Union is the bargaining agent and provide the Union with a copy of any revisions to existing job descriptions.

**28.8 No Delay**

The procedure set out above is not intended to interfere with or delay the posting or filling of new positions, as the new rate ultimately settled on will be made retroactive to the date the position was first filled by the employee.

**28.9 Reclassification of Position**

Employees affected by any change in job classification as a result of this section shall have their rate of pay adjusted to the appropriate reclassification. However, in the event the reclassification has an adverse effect upon the employee's rate of pay, the affected employee shall be red circled at their current rate of pay until such time as the new rate for the classification exceeds their red circled rate.

**ARTICLE 29 - LABOUR/MANAGEMENT COMMITTEE****29.1 Establishment of Labour/Management Committee**

(a) There will be established a labour/management committee composed of members equal in number, represented by the Employer and the Union. The size of this committee shall contain the following:

- (1) Union representation shall consist of three members from the Bargaining Committee.
- (2) Employer representation shall consist of three members designated from management.

(b) The Labour/Management Committee may request additional resources for information, assistance and/or advice.

(c) The Labour/Management Committee may establish subcommittees as it deems necessary and it shall establish guidelines, operating procedures, and duration for such subcommittees.

**29.2 Meetings of the Labour/Management Committee**

The Labour/Management Committee shall meet at designated times as it determines and/or at the request of either the Employer or the Union at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.

**29.3 Chairperson of the Labour/Management Committee**

A representative of the Employer and the Union from the Labour/Management Committee shall alternate in the role of Committee Chairperson and preside over the meetings.

**29.4 Responsibilities of the Labour/Management Committee**

(a) The Labour/Management Committee shall not have jurisdiction over wages or any other matters of collective bargaining, including the administration of this agreement.

(b) The Labour/Management Committee shall not supersede the activities of any other committee of the Union or the Employer and shall not have the authority to bind either the Union, its membership, and/or the Employer to any decisions or conclusions they reach.

(c) The Labour/Management Committee shall have the authority to make recommendations to the Union and the Employer to include but not be limited to the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstandings;
- (3) job classification evaluations as per Article 28.2 and;
- (4) rehabilitation and return to work arrangements as per Article 12.4.

### **ARTICLE 30 - CASUAL EMPLOYEES**

#### **30.1 Casual Employees**

(a) A casual employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.

(b) Casual employees who have worked 1950 hours in a 15 month period and who have a reasonable prognosis of a further four months continuous full-time employment, shall be converted to regular status effective the beginning of the month following the month in which they obtained the required hours.

(c) Casual employees who are dedicated to backfill a full maternity leave and who have worked 3120 hours in a 24 month period and who have a reasonable prognoses of a further four months continuous full-time employment, shall be converted to a regular status effective the beginning of the month following the month which they obtained the required hours.

#### **30.2 Seniority on Applying for Regular Positions**

Casual employees shall be recognized as in-service applicants when applying for regular positions.

#### **30.3 Seniority**

(a) (1) For the purpose of layoff and recall a casual employee who has worked in excess of 30 days shall accumulate service seniority on the basis of:

- (i) all hours worked at the straight-time rate;
- (ii) designated paid holidays or days off in lieu in accordance with Article 30.8;

(2) The total hours above shall be converted to a 7½ hour shift to establish seniority.

(3) Upon completing 30 workdays (7½ hour shifts), a casual employee's seniority shall include the accumulated 30 workdays.

(b) For the purpose of layoff and recall, casual employees who are on a claim recognized by WorkSafeBC which arises out of a work related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

(c) A service seniority list shall be posted annually and shall be provided to the President of the Union or their designate prior to March 31.

### **30.4 Loss of Seniority**

A casual employee will lose their service and classification seniority when:

- (a) They are terminated for just cause;
- (b) They voluntarily terminates or abandons their position;
- (c) They are on layoff for more than six months;
- (d) They are unavailable for or declines three offers of re-employment as provided in Article 30.5; or
- (e) They becomes a regular employee.

### **30.5 Layoff and Recall**

- (a) Layoff of casual employees shall be by classification in reverse order of service seniority.
- (b) Casual employees on layoff shall be recalled in order of service seniority provided the casual employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, casual employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Casual employees hired for special projects, as mutually agreed to between the Employer and the Union, or casual employees hired under the auspices of the Ministry of Advanced Education and Job Training, Personal Placement Programs, or co-op Students, shall be considered terminated for cause in accordance with Article 30.4(a) upon completion of their project or program.
- (e) Casual employees are responsible for advising the Employer, in writing, of their current phone number, email address, and home address.
- (f) If unable to contact casual employees after three separate attempts in a seven day period, the Employer will immediately advise the employees by certified mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Article 30.4(d).
- (g) Where casual employees are contacted, and decline the work offered, such decline will be considered to be a decline for purposes of Article 30.4(d).
- (h) Casual employees who are unavailable in the following circumstances, and who call in to the Employer, will not have the decline or unavailability count as an occurrence for purposes of Article 30.4(d):
  - (1) absence on a WCB claim;
  - (2) maternity leave;
  - (3) absence on bereavement as per Article 30.6(c);
  - (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
  - (5) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;

- (6) illness of a dependent child of a casual employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
  - (7) union leave per Article 2.10;
  - (8) jury duty;
  - (9) medical or dental appointments;
  - (10) vacation.
- (i) Casual employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on three separate occasions<sup>1</sup> in the calendar periods between January 1 and June 30 inclusive or July 1 and December 31 inclusive.
- (j) (1) Casual employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.
- (2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of this clause.
- (3) Should a casual employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with 10 days written notice.
- (k) Casual employees unavailable for, or declining work offered to them, will not accumulate service seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.
- (l) The Employer is not required to recall casual employees who have already accumulated 1950 hours in a 15 month scheduling period.
- (m) The Employer is not required to recall casual employees backfilling a full maternity leave who have already accumulated 3120 hours in a 24-month period scheduling period.
- (n) (1) Casual employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Industrial Health and Safety Regulations of WorkSafeBC.
- (2) Where an employee commences work they shall receive three and one-half hours pay at their regular rate unless:

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<sup>1</sup> It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

- (i) their work is suspended for reasons completely beyond the control of the Employer; or
- (ii) the duration of the work assignment is known in advance by the employee; in which instances the provisions of Article (m)(1) shall apply.

### 30.6 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21, and 25 do not apply to casual employees. The provisions of other articles apply to casual employees, except as otherwise indicated.
- (b) Any casual employee who is eligible to vote in a federal, provincial, or municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.
- (c) Casual employees shall be entitled to the provisions of Article 20.1 (Bereavement Leave); however, such leave shall be with pay for only one day. The remainder of the bereavement leave shall be without pay.
- (d) Maternity leave for casual employees with less than 3120 hours worked in a 24-month period shall be in accordance with the *Employment Standards Act*.

### 30.7 Health and Welfare

In lieu of health and welfare benefits, casual employees shall receive compensation of 60¢ per working hour.

### 30.8 Designated Holidays

- (a) Casual employees shall be compensated for the paid holidays, as follows:
  - (1) An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by the number of days worked.
  - (2) An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to a prorated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by 15.
- (b) a casual employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation.

### 30.9 Annual Vacation

Casual employees will be entitled to receive vacation pay, accrued on each cheque, at the rate of 4% of their regular earnings. Casual employees shall receive their earned vacation pay upon termination or upon request.

### 30.10 Co-op Students

Co-op students shall be post-secondary students and each co-op student shall not be employed for longer than 12 consecutive months.



Co-op students shall not perform any of the duties of an Analyst or Team Leader.

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.1 Indemnity**

*The Employer will:*

- (a) Exempt and save harmless employees from any liability action which results from the employee acting within the scope of their duties.
- (b) Assume all reasonable costs, legal fees, and other expenses arising from any such action.

### **31.2 Copies of Agreements**

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, sufficient copies of the agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties.
- (b) The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT  
between  
BUREAU VERITAS CANADA (2019) INC.  
and the  
B.C. GENERAL  
EMPLOYEES' UNION (BCGEU)

- (c) All agreements shall be printed in a union shop and shall bear a recognized union label.
- (d) The Employer will provide copies of the printed agreement and will post on the SharePoint within 90 days of the signing. Ninety days may be waived in extenuating circumstances.

### **31.3 Travel Advance**

- (a) Regular employees who are required to proceed on travel status shall be provided with an adequate travel advance.

At the completion of the travel, the voucher for receiptable expenses and a completed company expense form will be submitted to the Employer for approval. Any balances owing to either party will be cleared within 30 days.

- (b) Travel on the Employer's business shall be considered time worked.

### **31.4 Reorganization**

- (a) The parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of substantial reorganization on the employees.
- (b) In the event of any substantial reorganization in the bargaining unit which results in redundancies, relocation or reclassification, the issue shall be discussed by the Joint Committee in order for the

Employer to consult with the Union within 30 days prior to the change(s) taking place to consider alternatives to the proposed measure, policy, practice or change.

### **31.5 Personal Property Damage**

Where the employee is requested by the Employer to bring an employee's personal property to the worksite the Employer shall be responsible for repairing or replacing such property if it is damaged or destroyed.

### **31.6 Copyrights**

The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee within the course of their duties for the Employer, shall be retained by the Employer. The Employer further agrees that the employee may be granted permission to quote selected portions of such materials in a larger work or to publish the material in related journals. Such permission shall not be unreasonably withheld.

### **31.7 Personal Research**

Subject to written approval by the Employer and the local Safety Committee, an employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

### **31.8 Employee Contact**

It is the responsibility of the employee to keep the Employer informed of their current address and telephone number. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

## **ARTICLE 32 - TERM OF AGREEMENT**

### **32.1 Duration**

This agreement shall be binding and remain in effect to midnight March 31, 2026.

### **32.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after November 30, 2025, but in any event not later than midnight, December 31, 2025.

(b) Where no notice is given by either party prior to December 31, 2025, both parties shall be deemed to have given notice under this article on December 31, 2025 and thereupon Article 32.3 applies.

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

### **32.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 32.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

**32.4 Change in Agreement**

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

**32.5 Agreement to Continue in Force**

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

**32.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect on April 1, 2023.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

DocuSigned by:  
*Stephanie Smith*  
8B01B307B8FF48D...  
Stephanie Smith  
President

DocuSigned by:  
*Shawn Heier*  
C188E935F72B498...  
Shawn Heier  
VP & COO NA  
Environmental and Specialty Services Labs

DocuSigned by:  
*Laird Story*  
47E3239A390A4CA...  
Laird Story  
Bargaining Committee Chairperson

DocuSigned by:  
*Tammy Pike Farrell*  
9ECCD97D5820477...  
Tammy Pike-Farrell  
Corporate Counsel

DocuSigned by:  
*Bhavesh Patel*  
7180230AED0D494...  
Bhavesh Patel  
Bargaining Committee Member

DocuSigned by:  
*D Kowalczyk*  
01E81674D653441...  
Daphne Kowalczyk  
Bargaining Committee Member

DocuSigned by:  
*Michelle McAuley*  
8752D577D09C4FE...  
Michelle McAuley  
Staff Representative - Negotiations

Date: April 18, 2024

**APPENDIX 1  
Wage Schedule**

**WAGE INCREASES**

Year 1 (April 1, 2023 - March 31, 2024): 3.25% General Increase - RETROACTIVE

Year 2 (April 1, 2024 - March 31, 2025): 3.50% General Increase

Year 3 (April 1, 2025 - March 31, 2026): 3.50% General Increase

Classification		Current	Effective 01-Apr-23	Effective 01-Apr-24	Effective 01-Apr-25
Co-op Student**	Single Rate	15.20	17.20	17.80	18.43
Lab Assistant	Start	18.12	18.48	18.85	19.23
	Maximum	18.35	18.95	19.61	20.30
Building Maintenance**	Start	15.21	17.20	17.54	17.89
	Maximum	24.43	25.22	26.11	27.02
Administration	Start	21.85	22.29	22.73	23.19
	Maximum	24.43	25.22	26.11	27.02
Sample	Start	19.19	19.57	19.97	20.36
Reception	Maximum	26.40	27.26	28.21	29.20
Technician	Start	19.19	X	X	X
	Maximum	24.90	X	X	X
Technician 1*	Start	X	19.57	19.97	20.36
	Maximum	X	22.00	22.77	23.57
Technician 2*	Start	X	21.26	21.69	22.12
	Maximum	X	25.40	26.29	27.21
Biologist 1	Start	21.32	21.75	22.18	22.62
	Maximum	24.32	25.11	25.99	26.90
Biologist 2	Start	24.32	24.81	25.30	25.81
	Maximum	34.64	35.77	37.02	38.31
Analyst 1	Start	23.45	23.92	24.40	24.89
	Maximum	25.36	26.18	27.10	28.05
Analyst 2	Start	25.36	25.87	26.38	26.91
	Maximum	33.95	35.05	36.28	37.55
Animal Health Technician	Start	21.08	21.50	21.93	22.37
	Maximum	28.46	29.38	30.41	31.48
Scientist	Start	25.65	26.16	26.69	27.22
	Maximum	47.44	48.98	50.70	52.47
Official Racing Chemist	Start	40.13	40.93	41.75	42.59
	Maximum	53.37	55.10	57.03	59.03
Coordinator	Start	21.18	21.60	22.04	22.48
	Maximum	35.57	36.73	38.01	39.34
Team Leader	Start	25.65	26.16	26.69	27.22
	Maximum	39.80	41.09	42.53	44.02

*\*New Technician 1&2 classification created effective date of ratification. Any employee will not be negatively impacted by this change and will be green-circled.*

*New Employees:*

All starting wage rates in the wage schedule will increase by 2 % each year of the agreement.

\*\*Notwithstanding the wage schedule (Appendix 1 - Wage Schedule) in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.85%, rounded up to the nearest penny.

## APPENDIX 2

### Payment Schedule for Weekly Indemnity (Short-Term Disability) Benefits

Article 19.1 weekly indemnity benefits will be paid out according to the following schedule:

Completed Years of Service	75% of base pay (# of weeks)	70% of base pay (# of weeks)	67% of base pay (# of weeks)
Less than 6 months, more than 3 months	0	0	17
6 months, less than 1 year	0	2	15
1 year, less than 2 years	0	4	13
2 years, less than 3 years	2	8	7
3 years, less than 4 years	4	7	6
4 years, less than 5 years	6	6	5
5 years, less than 6 years	8	5	4
6 years, less than 7 years	10	4	3
7 years, less than 8 years	12	3	2
8 years, less than 9 years	14	2	1
9 years, less than 10 years	16	1	0
10 years or more	17	0	0

Employees will be paid at the highest rate for which they are eligible, to the maximum number of weeks as designated above. Upon completion of the designated number of weeks, employees still in receipt of these benefits will be paid at the next lower rate, according to the schedule.

### MEMORANDUM OF AGREEMENT 1

#### Gainsharing and Bonuses

The parties acknowledge that suggestions for gainsharing improvements, profit-sharing and/or bonuses may arise or be negotiated at any time during the life of this agreement to provide additional (one-time, or ongoing) payments. Where such initiatives are identified, the bargaining Principals will meet to review the proposal and consider whether it should be included within the scope of this memorandum.

### MEMORANDUM OF AGREEMENT 2

#### Excluded Positions

The parties agree on a "*without prejudice*" basis that the following positions shall be excluded from the bargaining unit, as previously excluded by mutual agreement between the parties.

- General Manager (1)
- Quality Assurance Specialist (1±1)
- Department Manager (5±5)
- Client Services Manager (1±1)
- Office Manager/Human Resources (1±1)

Customer Service Representative I, II, III (5±5)  
Technical Sales Representative I, II, III (2±2)  
Quality Assurance Assistant (1±1)  
IT Specialist (1±1)

### **MEMORANDUM OF AGREEMENT 3**

#### **Job Sharing**

The total number of job sharing arrangements shall not exceed six at any one time. The following outlines the criteria under which job sharing may occur.

#### **1. Job Sharing Criteria**

Job sharing proposals may be considered where one of the partners proposing the job sharing arrangement already occupies the regular full-time position under consideration and has completed two years of satisfactory service. The second partner must have completed two years of satisfactory service, must be at the same classification level or higher than the proposed job share position, must currently occupy a regular position, and must be qualified to perform the duties of the position, without additional training. Both partners must be performing their current jobs satisfactorily.

#### **2. Job Sharing Proposals**

Job sharing proposals must include the following details:

- A written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- Information on the qualifications and experience of the proposed partner (the one not currently holding the proposed shared position);
- A copy of the partner's most recent performance appraisal;
- A description of how job duties and responsibilities may be shared;
- Details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- A proposal of how workload priorities will be determined by the partners on an ongoing basis;
- Preferred start date;
- Preferred work schedule.

#### **3. Procedures for Approval of Job Sharing**

Requests for job sharing arrangements will be forwarded to the appropriate member of management with a copy to Human Resources. The job sharing proposal will be reviewed and approved by the Employer. If approved, the job share will be confirmed in writing by appointing the job sharing partners as regular part-time employees. The appointment letter shall indicate that the employee's hours may temporarily be increased up to full-time, if required and with as much notice as possible to cover the other partner's absence of one week or greater, or business emergencies.

If declined, the job share proposal will be denied in writing, providing both partners to the job share proposal with written reasons of bona fide business reasons for declining the proposal. Both parties agree that decisions to decline a job sharing proposal are grievable.

**4. Terms and Conditions**

No job sharing arrangement will result in increased cost to the Employer. Benefits, wage increments, seniority, vacation and statutory holidays for job sharing partners will be paid on a pro rata basis i.e. proportional to their hours worked and in accordance with the terms of the policies with the benefit carriers, and shall not be less than 14 hours per week.

The total hours per week to be shared between the partners will be 37½ and each job sharing arrangement will be for a minimum period of one year, except in the case of expiry of this memorandum of agreement.

**5. Procedures for Termination of Job Sharing**

(a) Either partner or the Employer due to bona fide business reasons, may upon 30 days' notice, terminate the job sharing arrangement. Notification of termination will be given to management and a copy to Human Resources. The most senior employee, subject to satisfactory performance, will be offered the full-time position; the onus will be on the junior employee to seek alternative employment. If the most senior employee declines the offer of the full-time position, the onus is on that employee to choose layoff and recall, severance, or transfer under the applicable provisions of the collective agreement. The most junior employee, subject to satisfactory performance, will be offered the position. Should they turn it down, the onus is on that employee to choose layoff and recall, severance, or transfer under the applicable provisions of the collective agreement. The position will revert to full-time regular status and be posted in accordance to the collective agreement.

(b) Where one of the partners is resigning, the other partner subject to satisfactory performance will be offered the position on a full-time basis (Note: partners in a job share arrangement must give the Employer four weeks written notice of resignation). If the remaining partner turns it down, they would revert to full-time and would have 60 days to propose and finalize another job share arrangement. If the most senior employee declines the offer of the full-time position, the onus is on that employee to choose layoff and recall, severance, or transfer under the applicable provisions of the collective agreement. The most junior employee, subject to satisfactory performance, will be offered the position. Should they turn it down, the onus is on that employee to choose layoff and recall, severance, or transfer under the applicable provisions of the collective agreement. The position will revert to full-time regular status and be posted in accordance to the collective agreement.

(c) At the end of the trial period, any outstanding job sharing arrangements will be terminated according to the aforementioned termination procedures unless a further agreement between the Employer and Union is reached to continue the arrangements.

(d) Both parties agree that decisions to terminate a job sharing arrangement due to bona fide business reasons are not grievable.

**LETTER OF UNDERSTANDING 1  
Definition of Qualified and Able**

For the purposes of Article 13, the following will be used to determine whether an employee is qualified and able.



An employee is considered qualified by a combination of appropriate internal and external training or self-directed training through the use of training manuals, skills, and experience. The successful completion of training must be documented.

A regular employee who exercises their right to bump or fill a vacancy during a layoff will be provided with a familiarization period of ten working days. While the familiarization period is not intended to be a training period, it is anticipated that some training may occur during this period. The familiarization period is essentially a period of time for the employee to familiarize themselves with the routine and requirements of the position to which they have bumped or filled. During the familiarization period, the employee is expected to demonstrate his ability to meet the normal requirements and tasks related to the new position. At the Employer's sole discretion, the familiarization period may be extended up to a maximum of five additional working days.

Quality Assurance and the department supervisor or manager will determine competency in the following areas:

- (a) Advanced knowledge of Standard Operating Procedures (SOPs), work instructions, and the Lab Information Management System (LIMS) operation required for the position.
- (b) For analyst positions, the employee must have an understanding of the instrumentation principles, including performing routine maintenance and basic troubleshooting skills on instruments, as listed in the Standard Operating Procedures.

In the event the employee, upon completion of the familiarization period, is determined by the Employer, in its sole discretion, not to have successfully demonstrated the ability to meet the normal requirements and tasks related to the new position, then the employee shall be laid off and given the election to either:

- (i) be placed on the recall list; or
- (ii) take severance in accordance with Clause 13.7 (in which case the employee shall not be entitled to recall).

The Employer may, in its sole discretion, utilize testing to determine if an employee is qualified and able. The Employer may only utilize testing at the conclusion of the employee's familiarization period.

## **LETTER OF UNDERSTANDING 2**

### **Use of Co-Op Students**

The Employer agrees that it is not the intent to hire co-op Students to replace a Lab Technician or Lab Assistant.

Co-op students are meant to augment staffing and not to take the place of regular full-time positions within the bargaining unit.

In the event of layoffs under Article 13, no new co-op positions shall be created within the affected department for a period of six months following any layoff. Any co-op positions that are vacated may be filled, however the maximum number of co-op students in the affected department will not increase.

**LETTER OF UNDERSTANDING 3**  
**LTD Premiums**

The following employees who were employed by Bureau Veritas Canada (2019) Inc. prior to October 15, 2009 will continue to have 100% of their LTD Premiums paid by the Employer.

An, Muhui	Popov, Irene
Bassi, Balwinder	Shore, Terry
Choi, Yun Ju	Sparks, Jackie
Choo, John	Story, Laird
Chuang, Alex	Tcherednitchenko, Irina
Dupa, Ame	Truant, Marilou
Feng, Yimin	Wilson, Robert
Lau, Kanvia	Yang, Suhong
Pidgorna, Yevgeniya	

**LETTER OF UNDERSTANDING 4**  
**Dental Benefits**

For the following employees who were employed by Bureau Veritas Canada (2019) Inc. prior to October 15, 2009 the Employer shall provide and pay the 100% monthly premiums for employees and their eligible dependants for dental plan benefits in accordance with agreed-upon Group Life and Health Insurance Policy administered by the company's group benefit carrier:

- 100% premium for Plan A (basic) and;
- 60% for Plan B (major restorative) to a combined maximum of \$2000 per person per year;
- 50% for Plan C (Orthodontics) - \$1750 lifetime maximum per dependent child.

An, Muhui	Pidgorna, Yevgeniya
Bassi, Balwinder	Popov, Irene
Choi, Yun Ju	Shore, Terry
Choo, John	Sparks, Jackie
Chuang, Alex	Story, Laird
Dupa, Ame	Tcherednitchenko, Irina
Feng, Yimin	Truant, Marilou
Lau, Kanvia	Wilson, Robert
	Yang, Suhong

**LETTER OF UNDERSTANDING 5**  
**RRSP**

(a) Employees listed below are currently enrolled in the Employer RRSP/DPSP. The RRSP/DPSP will continue pursuant to the plan document with no new contributions being made.

Aksenova, Alina	Lucero, Bienvenido
Alvarez, Dondon	Namuco, Patricio
Aranas, Ann	Obusan, Lolita
Ba, Tuya	Padama, Imelda

Baboukova, Jana	Pagdonsolan, Ailene
Bautista, Frederick	Papilla, Ruby
Betts, Robina	Pascual, Marifel
Caoili, Cherry	Patel, Kamleshkumar
Fuerte, Cecile	Patel, Bhavesh
Gambi, James	Requillas, Flordeliza
Goda, Rommel	Shinbo, Gary
Goda, Cyrhea	Torres, John
Ibabao, Delvin	Tran, Marilyn
Lampong, Glenn	Wong, Charina
LaPorte, Jeffrey	Zou, Wenzhong
Lu, Ni	

(b) Employees not listed in (a) above who have elected to contribute are already enrolled in the RRSP/RRSP.

(c) Effective the date of Ratification, all future Employer and employee contributions will be directed to an RRSP/RRSP in accordance with Clause 27.18.

**LETTER OF UNDERSTANDING 6**  
**Shift Premiums**

The following employees who have received shift premiums in excess of the entitlement as outlined in Article 15 will maintain the shift premiums of \$1 per hour for the afternoon shift and 75¢ per hour for the weekend shift.

Adhvaryu, Kanan	Peacock, Dianne
Chow, Dorothy Va	Shi, Juan
Lee, Daniel	Wong, Charina
Montague, Jocelyn	Zhao, Dong
Offutt, Stephanie	

**LETTER OF UNDERSTANDING 7**  
**Layoffs in an Emergency Closure**

(a) The provisions of Section 54 of the *Labour Relations Code*, and the British Columbia *Employment Standards Act* are deemed to be incorporated into this collective agreement and would apply in the event of an emergency closure.

(b) Where a temporary shutdown of the Employer's operations due to an unforeseeable event, outside of the Employer's control, the Union and the Employer shall meet to discuss the affected employees.

(c) An unforeseeable event does not include, receivership, action under Section 427 of the *Bank Act (Canada)* or a proceeding under an insolvency act.

- (d) The Severance provisions of Article 13 shall not automatically apply to affected employees but shall be subject to the discussion of the parties at the time of the Emergency Closure.

**LETTER OF UNDERSTANDING 8**  
**Vacation Scheduled - Cancelled Vacation**

Subject to Article 18.3 of the collective agreement, an employee may request to cancel all or part of his or her approved vacation schedule. The employee must submit such vacation cancellation request by internal email to both the employee's supervisor and Human Resources. Within 7 calendar days of receiving such cancellation request, the Human Resources Manager will advise the affected department via the employee's internal email that new vacation dates ("*new dates*") are available due to a cancellation. Within 7 calendar days of the email being sent to the employees in the department, an employee in the department wishing to be considered for the new dates must submit their request by internal email to the Human Resources Manager. The new dates will be awarded to the employee in the department with the most seniority that requested the new dates.

**MEMORANDUM OF UNDERSTANDING #1**  
**Parking**

1. To facilitate the orderly assignment of parking spots at the Canada Way location, a date of hire Seniority list will be created including all bargaining unit and excluded employees, except those outlined in managerial positions listed below;
2. Parking spots will be assigned on the following basis:
3. All employees will be entitled to choose a parking spot on a Date of Hire basis and have the spot assigned to them permanently.
4. The Buildings manager will implement, manage, monitor, update the Date of hire list and keep the parking schedule.
5. Pre-assigned Parking stalls Management parking stalls:  
21 Parking stalls
6. The current parking spots with visitor designation will remain in place
7. The current parking spots with handicap designation will remain in place
8. The current parking spots (4) with reserved designation for Southland equities will remain in place
9. Temporarily Vacant parking stalls:

The building manager will fill temporarily vacant spots 1 week or longer by offering employees who don't have a parking spot on date of hire basis.