

**COLLECTIVE AGREEMENT**

**BRITISH COLUMBIA SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1622**

**January 1, 2015 to December 31, 2017**

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THIS AGREEMENT MADE AND ENTERED INTO:

BETWEEN: BRITISH COLUMBIA SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS

Hereinafter called the "Employer"

PARTY OF THE FIRST PART.

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL UNION 1622, P. O. BOX 70, STATION MAIN,  
SURREY, B.C. V3T 4W4

Hereinafter called the "Union"

PARTY OF THE SECOND PART.

WHEREAS the Union has been duly certified under the Statutes of the Province of  
British Columbia

AND WHEREAS it is the purpose of both parties to this Agreement:

1. To improve relations between the Employer and the Union and to provide settled and just conditions of employment;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service;
3. To promote the morale, well being and security of all employees in the bargaining unit;

AND WHEREAS the Union agrees the Employer's mandate as defined by the Society's mission and charter, and as prescribed in the British Columbia Prevention of Cruelty to Animals Act needs to be fulfilled;

NOW THEREFORE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS  
FOLLOWS:

## **ARTICLE 1 - COVERAGE**

The Employer recognizes the Canadian Union of Public Employees, Local Union 1622, as the sole and exclusive bargaining agent for all its employees, save and except for employees in the following classifications:

Chief Executive Officer  
Executive Assistant  
Chief Financial Officer  
Controller  
Chief Development Officer  
Director, Development  
Development Officer  
Development Coordinator  
Chief Operations Officer  
Director, Regional Operations  
Branch Manager  
Senior Animal Protection Officer  
General Manager, Community Relations  
General Manager, Volunteer Resources  
General Manager, Human Resources  
Hospital Director  
Hospital Administrator

and those excluded by the Labour Relations Code of B.C. and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

## ARTICLE 2 – DEFINITIONS

- a) “Employee” shall mean a person who is an “Employee” as defined in the Labour Relations Code of B.C.
- b) “Probationary Employee” shall mean a person serving an initial probationary period of six (6) calendar months, (such period of time may be extended up to three (3) calendar months by mutual consent of both parties in writing) from date of hire, to determine suitability for employment as a “regular employee”.

Probationary employees shall remain in the position to which they are appointed for the full period of their probation, unless a move would be for a change in employment status (i.e., part to full time) or a promotion to a permanent position. This could also apply to a time-durated position if the Employer agrees.

- c) “Regular Employee” shall mean an employee, full or part-time, who has successfully completed the probationary period and who is employed on a regular basis.
- d) “Regular and Probationary Employees” shall be entitled to all benefits provided by the Collective Agreement, from date of hire except as otherwise provided.
- e) “Time Durated” Employees are those other than Probationary, Regular or Regular Part-Time employees, who are employed temporarily to augment the regular staff, and who are employed on a special project of limited duration not exceeding six (6) calendar months (such period of time may be extended by mutual consent of both parties, in writing).
- f) Notwithstanding the language contained within the Collective Agreement, all references to employees of the masculine gender shall also apply to those employees of the feminine gender.
- g) Auxiliary employees shall mean an employee called in on a short term basis to fill an unexpected relief need, and shall be paid the rate for the position being filled plus four percent (4%) in lieu of holidays and benefits.

Auxiliary staff will be required to serve an initial probationary period of nine-hundred and ten (910) hours. Auxiliary employees who have not yet completed



probation shall not accrue seniority and shall be governed by appropriate legislation for purposes of general holidays and overtime.

Auxiliary employees who have successfully passed probation will be placed in seniority order on the auxiliary call-in list. Auxiliary staff shall be called in only after the provisions of Article 6 (g) have been exhausted.

### **ARTICLE 3 - RIGHTS OF EMPLOYER**

Subject to the terms of this Agreement, all matters concerning the operations of the employer shall be reserved to the Management.

All Management rights, functions and prerogatives which have not been restricted by a specific provision of this Agreement are retained and vested exclusively with the Employer, including the right to hire, transfer, and direct employees and to reprimand, suspend, discharge or discipline employees for just cause.

The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration procedure.

Management rights are to be practiced fairly, equitably and without discrimination.

### **ARTICLE 4 - UNION SECURITY**

- a) All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.
- b) The Employer agrees to permit each employee upon request twice per year the right to view his or her personnel records kept by the B.C.S.P.C.A., which would include all records of disciplinary action. At the request of the employee, a Union Representative or a Shop Steward may be present.
- c) An officer of the Union shall be given an opportunity to interview each new employee for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits

and duties of union membership and his/her responsibilities and obligations to the employer and to the union.

- d) The Employer agrees that for the term of this agreement, no work carried out by members of the bargaining unit shall be contracted out, except that work currently contracted out shall continue to be at the discretion of the Employer. This clause shall not affect other clauses of the collective agreement.
- e) The Employer shall not release any information of an employee on file that is confidential or personal, to any agency, person, or party without the written permission of the employee.
- f) With respect to the release of any employee information, the Employer agrees to follow Protection of Privacy legislation.
- g) The Employer agrees to provide the Union the names, addresses, phone numbers, and any other contact information held by the Employer and the status of each bargaining unit member within thirty (30) days of hire. This information shall also be provided to the Union in April and September of each year for the entire bargaining unit.

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

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-Laws of the Union. The Union agrees to advise the Employer of the amount of such Union dues, fees and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made, such deduction to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

#### **ARTICLE 6 - SENIORITY**

##### a) General

The Parties hereto recognize that all employees are entitled to a measure of employment security, based on seniority; and that the employee shall accrue certain preference in this respect as provided in this Agreement.

b) Seniority Defined

Seniority is defined as the length of service in the bargaining unit as a regular full time or regular part time employee and shall be used in determining preference or priority for promotions, transfers, layoffs and recalls. Seniority shall operate on a bargaining-unit-wide basis.

c) Seniority

Seniority is defined as the length of service in the bargaining unit calculated as follows:

1) Regular Full Time Employees

Seniority shall commence on and be calculated from the date the employee becomes a regular full time employee. In the event a regular full time employee has previous regular full time and part time service, upon becoming a regular full time employee, seniority shall be calculated as in number 2 below, and that period of time added to previously accumulated regular full time seniority.

2) Regular Part Time Employees

Seniority shall be calculated and accumulated based on regular hours worked to a maximum of seven (7) hours per day and to a maximum of thirty-five (35) hours per week from date of hire as a regular part time employee. Upon becoming a regular full time employee, seniority shall be calculated by dividing the accumulated regular part time hours by thirty-five (35) and back dating this calculation from the date the employee became a regular full time employee to achieve a seniority date.

3) Probationary (Time Durated)

Probationary, time durated and any other employees who have not been granted regular status are not entitled to any rights or benefits arising out of the seniority provisions of this agreement, unless specifically provided otherwise.

d) Probationary Employees

Newly hired full or part-time employees shall be on probation for a period of six (6) calendar months from date of hire.

Probationary employees shall not be entitled to the benefits contained in Article 13. Upon completion of the probationary period, seniority shall be calculated from date of hire in accordance with Article 6 (c) of the Collective Agreement.

e) Seniority for Time Durated Employees

It is agreed and understood that where a time durated employee is the successful applicant to a regular full time or a regular part time position, the employee's seniority date will be in accordance with Article 6 (c) 1 and 2 above.

f) Regular Employees in Time Durated Positions

Regular employees shall be permitted to move in and out of time durated positions without loss of benefits or seniority.

g) Seniority List

The Employer shall maintain a seniority list showing the employees' name, date the employee started with the Employer, date the employee started regular full time, hours accumulated as a regular part time employee, and seniority date. An up to date seniority list shall be sent to the Union in the months of April and September, and a supplementary list shall be sent to the Union in January and July in each year, if requested.

The aforementioned seniority list shall be posted by the Employer for thirty (30) days, twice annually. Any objection to the information contained therein must be submitted in writing to the General Manager, Human Resources, during the said posting period, except where the employee concerned has not had a reasonable opportunity to view the list, and all inaccuracies will be corrected. Thereafter, the posted list will be deemed to be accurate and valid for all purposes, and in no case will be altered thirty (30) days after posting.

With regard to the calling in of regular part time employees when required:

The Employer shall produce and post on all staff notice boards once per month, an updated list of all regular part time shelter employees. Shelters requiring extra staff shall offer the hours to the regular part time employee(s) in that shelter on a seniority basis up to a maximum of thirty five (35) hours per week including their routinely scheduled hours. Upon further requirement for additional staff, the

hours will be offered to the regular part time staff on the list on a seniority basis when practicable.

The Employer shall produce and post on all staff notice boards once per month, an updated list of all regular part time Hospital employees. Hospitals requiring extra staff shall offer the hours to the regular part time employee(s) in that Hospital on a seniority basis up to a maximum of thirty five (35) hours per week including their routinely scheduled hours. Upon further requirement for additional staff, the hours will be offered to the regular part time staff on the list on a seniority basis where practicable.

The Employer shall provide the Union upon demand all documentation and records of calls made in accordance with this agreement.

h) Retention of Seniority

It is agreed between the Parties hereto that seniority shall be retained and accumulated on the following basis:

1. Employees who are laid off after six (6) calendar months but less than one (1) year's service shall retain seniority for a period of six (6) calendar months;
2. Employees who are laid off after one (1) year's service shall retain their seniority for a period of two (2) years;
3. Employees shall accrue seniority during absence due to a bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner;
4. Employees shall accrue seniority for periods of authorized leave of absence, for personal reasons, up to a maximum of one (1) calendar month;
5. Employees shall accrue seniority during absence while serving in the Armed Forces during a national emergency for a period of ninety (90) days provided the discharge was honourable.

i) Loss of Seniority

Employees shall be terminated and lose their seniority in the event:

- 1) They are discharged for just cause and are not reinstated;

- 2) They resign, in writing, and do not withdraw within two (2) working days of the date on which the resignation was dated and signed.
- 3) They are absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 4) They fail to return to work within ten (10) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause, provided, however, that the ten (10) calendar days commence on the date the Employer registers the notification of recall. It shall be the responsibility of all employees to keep the Employer informed of their current address.
- 5) They are laid off for a period longer than two (2) years.

j) Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit, but will not accrue any further seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of any employee holding greater seniority.

k) Lateral Transfers

Lateral transfers shall be defined as the movement of an employee from one job site or location to another within the same job classification in accordance with the provisions of Article 7 of this Agreement. Under no circumstances, shall an employee be moved out of the Lower Mainland and Fraser Valley Regions.

Employees cannot be laterally transferred from shelter to shelter without mutual consent of the Union and the Employer in writing except for those employees hired after December 31, 1999. The employer shall take into consideration the personal circumstances of the employee(s) so affected.

- l) Regular employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall upon completion of said assignment be returned to his or her former regular position without loss of seniority and at the scheduled rate of pay.

- m) Employees, other than regular employees, employed to fill those positions made available by the re-assignment of regular employee positions shall be laid off upon the return of the regular employee to his or her former position.
- n) Employees, other than regular employees, may apply for posted vacancies on the regular staff; however, no regular position shall be filled by employees other than regular employees until all provisions applying to regular employees have been fulfilled.

- o) Pay for a Lesser Job Classification

When an employee posts into a job with a lower classification they remain at their existing step in that new position, i.e., Step 5 Inspector becomes Step 5 Receptionist, etc.

- p) Layoffs and Job Classification

Employees recalled to their previous classification or posting into the same classification held prior to layoff will remain at the step held previous to layoff.

## **ARTICLE 7 - PROMOTIONS AND STAFF CHANGES**

- a) Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit and the Employer determines to fill the vacancy, the Employer within five (5) working days shall notify the Union in writing and post the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week so that employees will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy.

It is agreed between the parties that a vacancy may be filled immediately on a time-durated basis for a period not exceeding fifteen (15) calendar days; however, due to unusual circumstances this period of time may be extended by mutual consent of both parties in writing.

Except for promotions (including increases in wage rate) and increases in hours, employees are not eligible for a posting until having served one hundred and twenty (120) calendar days in their present job.

When an employee is on authorized leave of absence, he may request in writing that all notices of postings be sent to him at a given email address.

b) Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to male and female applicants."

c) No Outside Advertising

No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of employees have been fully processed.

d) Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore, in making promotions, transfers or staff changes the primary consideration will be the length of service with the Employer, providing the applicant has the required qualifications in accordance with Article 7 (b).

The Employer reserves the right to determine the required knowledge, ability and skills through the utilization of a fair and equitable oral and/or written test to be completed by all applicants where appropriate. It is agreed and understood that in the matter of applicants, current service employees including those employees in laid off status in accordance with the provisions of the collective agreement shall be given preference. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. Unsuccessful applicants may request in writing of the Employer, written reasons for not being the successful applicant.



e) Trial Period

1. The successful applicant shall be placed on trial for a period of six (6) calendar months. Conditional on satisfactory service, the employee shall be declared permanent after the period of six (6) calendar months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions, shall be returned to his former position, wage or salary rate without loss of seniority.
2. Where an employee takes annual vacation, sick leave in excess of three (3) working days, leave of absence, or on Workers' Compensation during a trial period, the trial period shall be extended a length of time equal to that taken as vacation, sick leave, leave of absence, or Workers' Compensation.

f) Promotions Requiring Higher Qualifications

Where a vacancy exists within the bargaining unit, applicants from within the bargaining unit who are prepared to qualify and who have reasonable expectation of qualifying within six (6) months shall be considered for the position. If appointed, such employee will be given a trial period of six (6) calendar months to qualify. If the required qualifications are not met within said time the applicant shall revert to his/her former position. Where no qualified bargaining unit employee applicant exists, and no bargaining unit member can be reasonably expected to qualify within six (6) months, the appointment may be offered to an outside applicant.

g) Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to the Union and a copy posted on all bulletin boards. The Union shall be notified, in writing, by mail or email, of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

h) Duty to Accommodate

An employee unable through injury or illness to perform his normal duties shall be provided, where possible, with alternate suitable employment. The request for alternate employment and duration of alternate employment shall be judged solely on its merit; however such request shall not result in the layoff or bumping of an employee holding greater seniority.

i) On-the-Job Training

The Employer shall inaugurate and maintain a system of on-the-job training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement.

j) Training Courses

It is agreed that the Employer will formulate training plans for all classifications of staff, to be implemented either during normal working hours or not, as may be appropriate. All full time staff members will be considered equally for access to staff training. The Employer agrees to provide written acknowledgement of employees who successfully complete work-related courses or instruction.

The Employer shall bulletin any Training Courses and experimental programs for which employees may be selected. The bulletin board shall contain the following information:

- \* Type of course (subjects and materials to be covered);
- \* Time, duration and location of the course;
- \* Basic minimum qualifications required for applicants.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all Departments to afford all interested employees an opportunity to apply for such training.

In selecting applicants for training, the Employer has an obligation to balance the number of qualified personnel within the overall areas of need. Bearing this in mind, the most senior qualified applicant(s) will normally be selected provided that the training course is related to his normal duties and/or the needs of his work area.

## **ARTICLE 8 - LAYOFFS AND RECALLS**

### a) Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

### b) Role of Seniority in Layoffs

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 in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

The employee who has been laid off will not take up the new position until such time as the bumped employee's fifteen (15) working days notice has expired.

### c) Recall Procedure

Employees shall be recalled in the order of their seniority providing the employee is qualified to perform the work at the time of recall.

### d) No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

### e) Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective

date of layoff, with copies to the Union. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available. Any layoff of staff will only occur after notification to the Union. As per Article 14 e) 2 a meeting may be called by either party to discuss ways to provide alternatives to layoff or ways to mitigate the negative impact on employees.

f) Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

**ARTICLE 9 - REMUNERATION**

a) Salary Schedule

- 1) The scale of remuneration set out in Schedule A shall apply during the term of this Agreement. Any changes in salary rates or the classifications as outlined in Schedule A shall not be put into effect until the Union Representative and the Bargaining Committee of the Union have been consulted.
- 2) Where anomalies are submitted during negotiations and are not concluded to the satisfaction of both parties, then they will be submitted to a Board of Arbitration as constituted under the Grievance Procedure.
- 3) Wages shall be paid every second Wednesday for the two (2) weeks ending the previous Thursday.

b) Court Time Schedule

If an employee is required to appear at a legal proceeding by virtue of his employment by the Employer, he will be reimbursed at his normal rate of pay during his regular scheduled hours of work. An employee required to appear at such court hearing in excess of his regular scheduled hours of work shall be paid overtime in accordance with the Collective Agreement. If an employee is summonsed or subpoenaed as a juror or witness, he will be paid his normal rate of pay for his regularly scheduled hours. A copy of the relevant documentation must

be supplied to the Employer at the time of requesting time off. Any attendance fees received must be returned to the Employer.

c) Direct Deposit of Pay Cheque

All employees shall be required to participate in a system of direct deposit of pay cheques.

**ARTICLE 10 - PAY FOR ACTING SENIOR CAPACITY**

When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, he/she shall receive the rate for the job. When an employee temporarily relieves in, or performs the principal duties of, a higher paying position for which a salary range has been established, he/she shall receive the rate in the salary range which is higher than his/her previous rate. The employee shall qualify for any pay Increments based on his/her length of service in his/her temporary assignment. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

Notwithstanding the provisions contained above, an S.P.C.A. Inspector/Animal Control Officer II who temporarily relieves in or performs the duties of a higher paying position within the bargaining unit shall receive one dollar fifty cents (\$1.50) per hour higher than his current hourly rate of pay.

In all shelters where there is no supervisor on duty during weekends and statutory holidays, the Employer agrees to pay a shift supervisor differential of one dollar (\$1.00) per hour for all regular hours worked. Shift supervisors shall come from Animal Control I and II and will normally be the employee with greater seniority. This paragraph will not apply to N.E.P.

Notwithstanding anything contained in this clause it is agreed and understood that the shift differential shall not affect the hourly rate.

## ARTICLE 11 - OVERTIME

Every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.

- a) An employee who elects to be paid for overtime shall be paid for the first three (3) hours of overtime in any week at time and one-half (1 1/2T). Thereafter, all overtime worked that week shall be at double time (2T).
- b) An employee who elects to receive compensating time off in lieu of being paid for overtime shall be given compensating time off equivalent to the number of hours for which he/she would have been paid for the overtime so worked. (Such overtime shall be calculated in the manner set forth in Clause 11 (a)). Provided, however, that all employees who elect to take time off in lieu of being paid overtime shall have their earned overtime accrued and banked in each calendar year (January 1st to December 31st, inclusive) as follows:

### Booked Time

1. There will be an accumulation of up to a maximum of fifteen (15) working days during any one (1) calendar year.
2. A maximum of five (5) days is to be allowed with annual holidays once in a calendar year.
3. Employees may take banked working days not taken in conjunction with annual vacations, at times convenient to their immediate supervisor. The Employer reserves the right to designate when banked working days will be taken by employees who have not submitted a request to take the time within ninety (90) days from the date the banked time was worked.
4. Any unused booked time earned and not taken within the calendar year shall be paid out at the earned rate on the last pay period of the calendar year.
5. In the event that an employee's request to take banked working days throughout the calendar year is denied, the employee may carry over to the following calendar year those banked days which were denied up to a maximum of ten (10) working days.

6. It is agreed that the Employer agrees to pay out booked time at three (3) times during the year, (ie) the first pay period in February, June and October. The employee agrees to provide a written request and give two (2) weeks' notice.
  7. The Employer agrees that regular full-time employees who work on statutory holidays may book such time worked.
- c) A call-out shall mean a request by the Employer to a full time employee to work any time outside such employee's regularly scheduled working hours and the employee shall receive a minimum of four (4) hours' pay at the prevailing overtime rate; but after completion of the duties for which the employee was called out, he may book off with a minimum of two (2) hours' pay at the employees' discretion.

## **ARTICLE 12 - ANNUAL VACATIONS AND GENERAL HOLIDAYS**

### a) Vacations

1. Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
2. In the first part-calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.
3. During the second (2nd) up to and including the sixth (6th) calendar year of service, fifteen (15) working days shall be granted.
4. During the seventh (7th) up to and including the fourteenth (14th) calendar year of service, twenty (20) working days shall be granted.
5. During the fifteenth (15th) calendar year of service and thereafter, twenty-five (25) working days shall be granted.
6. Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12th) of

their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked at the date of termination.

7. Regular Part Time employees shall be paid on each pay day their vacation entitlement earned, based on hours worked in accordance with the Collective Agreement. Part Time employees may request to have their vacation pay accrued and paid out during a vacation period on a regular pay date. This request must be in writing and a change can only be made once annually.

PROVIDED THAT

8. "Calendar year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
9. In all cases of terminations of service for any reason, adjustment will be made for any overpayment of vacation.
10. All employees on or before April 1st of each calendar year shall submit their requests for annual vacations and, on or before April 30th of each calendar year, the Employer shall approve the scheduling of annual vacations for employees. Where an employee has made arrangements for annual vacation which has been approved by the Employer and subsequently such employee is required by the Employer, due to emergent conditions to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay in addition to their regular entitlement.

Any vacation requests filed after April 30<sup>th</sup> will be granted on a first come first serve basis, subject to operational requirements. The employer reserves the right to schedule vacation time for employees who have not submitted vacation requests by April 30<sup>th</sup> of each year. If the Employer uses the right to schedule vacation time on this basis they must ensure that the employee is given written notification of at least fourteen (14) calendar days prior to the commencement of the scheduled vacation time.

In the event an employee must finalize vacation arrangements prior to April 1st, the more senior employees shall be advised of the request. The vacation request may be approved if the more senior employee(s) does not request the same vacation period within one (1) week of notification.



When an employee posts to a new work location, he cannot transfer his previously agreed holiday period(s) except if the transfer results from a promotion to a permanent position.

11. All regular employees retiring in accordance with the Collective Agreement shall be entitled to their full annual vacation with pay in their year of retirement provided the employee's retirement date is not earlier than July 1<sup>st</sup> of that year. All other employees, upon terminating their employment shall in their year of termination, receive entitlement prorated in accordance with the number of months worked in that year.

b) Supplementary Vacations

1. Each employee, upon commencing his eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st), or forty-sixth (46th) calendar year of service in 1978 or in any other subsequent year shall become entitled to one (1) calendar week of supplementary vacation, which shall be in addition to the annual vacation entitlement already provided for in the Collective Agreement.
2. It is agreed and understood that employees become entitled to the supplementary vacation on the first day of January in the calendar year of entitlement. Such entitlement shall remain an employee's even if such employee's employment is terminated prior to the end of the period to which the entitlement applies.
3. It is agreed and understood that each supplementary week is to be taken during the course of the five (5) year period.

TABLE SHOWING REGULAR ANNUAL VACATION  
& SUPPLEMENTARY VACATION ENTITLEMENT IN WORKING DAYS  
FOR THE YEARS 1972 TO 2017 BY YEAR HIRED

Hired	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
2017	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc
2016	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15
2015	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15
2014	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15	15
2013	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15	15	15
2012	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15	15	15	15
2011	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15	15	15	15	20
2010	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15	15	15	15	20	20
2009	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15	15	15	15	20	20	20
2008	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15	15	15	15	20	20	20	20
2007	n/a	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15	15	15	15	20	20	20	20	20/5
2006	n/a	n/a	n/a	n/a	n/a	n/a	calc	15	15	15	15	15	20	20	20	20	20/5	20
2005	n/a	n/a	n/a	n/a	n/a	calc	15	15	15	15	15	20	20	20	20	20/5	20	20
2004	n/a	n/a	n/a	n/a	calc	15	15	15	15	15	20	20	20	20	20/5	20	20	20
2003	n/a	n/a	n/a	calc	15	15	15	15	15	20	20	20	20	20/5	20	20	20	25
2002	n/a	n/a	calc	15	15	15	15	15	20	20	20	20	20/5	20	20	20	25	25/5
2001	n/a	calc	15	15	15	15	15	20	20	20	20	20/5	20	20	20	25	25/5	25
2000	calc	15	15	15	15	15	20	20	20	20	20/5	20	20	20	25	25/5	25	25
1999	15	15	15	15	15	20	20	20	20	20/5	20	20	20	25	25/5	25	25	25
1998	15	15	15	15	20	20	20	20	20/5	20	20	20	25	25/5	25	25	25	25
1997	15	15	15	20	20	20	20	20/5	20	20	20	25	25/5	25	25	25	25	25/5
1996	15	15	20	20	20	20	20/5	20	20	20	25	25/5	25	25	25	25	25/5	25
1995	15	20	20	20	20	20/5	20	20	20	25	25/5	25	25	25	25	25/5	25	25
1994	20	20	20	20	20/5	20	20	20	25	25/5	25	25	25	25	25/5	25	25	25
1993	20	20	20	20/5	20	20	20	25	25/5	25	25	25	25	25/5	25	25	25	25
1992	20	20	20/5	20	20	20	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5
1991	20	20/5	20	20	20	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25
1990	20/5	20	20	20	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25
1989	20	20	20	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25
1988	20	20	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25
1987	20	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5
1986	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25
1985	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25
1984	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25
1983	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25
1982	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5
1981	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25

1980	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25
1979	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25
1978	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25
1977	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5
1976	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25
1975	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25
1974	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25
1973	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25
1972	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25/5	25	25	25	25	25

c) **Statutory Holidays**

Employees shall be entitled to a holiday with pay on the following holidays:

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

and any other day proclaimed a holiday by Federal or Provincial Governments.

Where an aforementioned public holiday falls on a Saturday or a Sunday, the Employer shall observe the day(s) as designated by the Provincial or Federal Government;

PROVIDED THAT:

1. Employees who are Regular Full Time other than those who are on leave of absence will receive seven (7) hours straight pay for each of such holidays.
2. Probationary, Regular Part Time, Auxiliary employees and those who have gone on authorized sick leave, receiving Workers' Compensation, or on layoff, will be eligible for seven (7) hours pay provided they have worked at least fifteen (15) days during the thirty (30) working days immediately preceding the Statutory Holiday.
3. Employees who are on vacation on the day of observance of any of the above named holidays shall receive another day off with pay in lieu of the holiday.

d) Notwithstanding anything contained in this Clause;

1. Whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, falls on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the Employer may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Employer in such declaration shall be entitled to a

holiday with pay in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Employer.

2. Where an employee is scheduled or requested to work a statutory holiday the employee will be paid time and one half for working the holiday AND a day off in lieu of the holiday shall be given. This lieu day will be taken at the discretion of the employer, the employer will endeavor to ensure the lieu day is taken in conjunction with the employee's regular days of rest.

The employee shall be allowed to bank the statutory over-time and/or the statutory lieu days for use within the calendar year.

### **ARTICLE 13 - EMPLOYEE BENEFITS**

It is hereby agreed that the following employee benefits, together with the established insurance provisions and enrolment and claims procedures, will be continued for the term of the Agreement.

The benefits contained in Article 13 below pertain to Regular Full and Part Time Employees who have successfully completed their probation only.

Benefits such as extended health care, group life insurance, accidental death and dismemberment, weekly indemnity, dental plan are payable subject to the terms and conditions of the policies provided by Pacific Blue Cross, British Columbia Life & Casualty Company (B.C. Life). The Employer will have the option to change the benefit carriers provided the Union is notified of the proposed change and agrees in writing to the change. Any changes in benefit coverage must be agreed to in writing by the Union. The Employer will provide the Union with copies of the benefit policy contract for the employees covered under this collective agreement.

a) Medical Services Plan, Extended Health Care and Optical Plan

The Employer agrees to provide, and each Regular Full and Part Time employee shall be required to participate in the following benefits of Article 13 as a condition of employment, upon completion of the employee's probationary period.

1. Medical and Surgical Benefits through Medical Services Plan;
2. Extended Health Care through Pacific Blue Cross;
3. Optical Plan through Pacific Blue Cross.

The cost of providing these benefits shall be borne fifty percent (50%) by the Employer and fifty percent (50%) by the employees.

The above plans will include the following:

- \* Vision care \$200.00 every 2 years
- \* Hearing Aids \$500.00 every 5 years
- \* Oral Contraceptives
- \* The total lifetime maximum on all the above will be \$1,000,000.00

b) Group Life Insurance

Twice the annual salary Life Insurance coverage, with the Employer paying seventy-six percent (76%) and the employee paying twenty-four percent (24%) of the premium.

Accidental Death Benefit

In the event of accidental death within a period of 365 days from receiving injuries, an additional two times (2X) the annual salary is payable, subject to the exclusive requirements contained in the Master Policy.

c) Dismemberment Benefits

The Group Life Policy includes a Dismemberment provision which is as follows:

Loss of Both Hands	2 X Annual Salary		
Loss of Both Feet	“	“	“
Loss of sight of Both Eyes	“	“	“
Loss of one Hand & One Foot	“	“	“
Loss of one Hand & One Eye	“	“	“
Loss of one Foot & One Eye	“	“	“
Loss of One Hand	1 X Annual Salary		
Loss of One Foot	“	“	“

Loss of sight of One Eye “ “ “

Benefits are payable subject to the terms and conditions of the British Columbia Life & Casualty Company (B.C. Life)

The maximum amount payable under the policy is four (4X) times annual salary.

d) Weekly Indemnity Coverage

The Employer shall pay the total cost of the premium for a Weekly Indemnity Plan which will provide for payment of eighty percent (80%) of the employee's regularly entitled earnings per pay period to a maximum of thirty-nine (39) weeks

Payment will commence on the first (1st) day of non-compensable accident and the eighth (8th) day of non-compensable sickness.

e) Paid Sick Leave

1. All regular full-time employees absent from work due to illness shall be entitled to a maximum of twelve (12) working days' sick leave in any one (1) calendar year. All regular part-time employees, who qualify for benefits, shall be entitled to a prorated number of sick days based on their regular hours of work. Payment will be made commencing on the first day of illness or injury on which the employee would otherwise be working and will continue for each day until the employee uses up their current sick leave credits or until they are able to return to work, whichever occurs first. Sick leave may not be "banked" or accumulated from year to year.
2. In cases of proven illness during vacation periods, employees shall be entitled to apply for sick leave. Such displaced vacation shall be taken at another time as mutually agreed between the employee and the Employer.
3. It shall be the responsibility of the employee to claim for sick leave.
4. The Employer may require, after three (3) consecutive days of sick leave, an employee to provide a medical certificate from a properly qualified physician to confirm the employee's claim of sickness or disability. If the employee fails to provide the certificate requested no sick leave shall be paid.

5. Any proven abuse of the sick leave provisions will result in disciplinary action of the employee which may include termination.
6. When an employee is going to be absent from work for sick leave, the employee shall make every reasonable effort to notify their immediate supervisor or other designated person, by telephone call at least one (1) hour before the work shift commences.
7. Normal vacation will be pro-rated for any sick leave in excess of one (1) calendar month.
8. It is agreed that the Weekly Indemnity seven (7) day qualifying period will be paid by the Employer as is current practice and will not be prorated against the sick leave noted above.
9. Employees qualifying for Weekly Indemnity coverage for sickness shall be fully reimbursed for working days lost during the seven (7) day waiting period.
10. Illness in the Family

When a member of the employee's immediate family is ill, an employee shall be entitled, after receiving permission from his/her supervisor, to use a maximum of five (5) sick leave days per illness to care for the member of the family who is ill.

f) Group Directed R.R.S.P.

The Employees may contribute a minimum of two percent (2%) or more of their earnings toward a group-directed RRSP, deductions for which are to be made bi-weekly. When an employee has indicated that he/she wishes to contribute the above amount, the Employer shall contribute an equal amount to a maximum, of five percent (5.0%) of the employee's earnings, by monthly remittance.

It is agreed and understood that the RRSP Plan, as provided for in Article 13 shall be subject to the following conditions:

1. The Employer's portion of contributions shall be 'locked in'. Those contributions may be withdrawn by the employee only upon retirement, as



provided for in the Collective Agreement. The Employer may at his/her discretion, release the Employer's portion of contributions to the employee at any time.

2. The employees' portion of contributions shall be 'locked in'. Those contributions may be withdrawn by the employee only upon termination of employment with the Employer. The Employer may at his/her discretion, authorize the release of contributions to the employee at any time.

g) Dental Plan "A", "B", and "C".

The Employer agrees to a Dental Plan on the following basis:

1. Basic Dental Services (Plan A) paying for one hundred percent (100%) of the approved schedule of fees.
2. Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
3. Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees.
4. The premiums for Dental Plan "A", "B", and "C" shall be paid one hundred percent (100%) by the Employer.
5. The coverage for Plans "A", "B" and "C" shall be with the Medical Services Association

h) Indemnity

The Union shall save harmless and indemnify the Employer from any action it may take in the recovery of any funds advanced to employees in the application of Article 13 of our collective agreement. It is understood that such action shall be in accordance with the other provisions of this collective agreement.

i) Time Durated Employees

Time durated employees who are working an average of twenty (20) hours per week or more and who have completed six (6) consecutive calendar months and who remain in the time durated position shall become entitled to the benefits available to regular part-time employees as outlined in article 13(j).

j) Notwithstanding anything else in this Collective Agreement regular Part Time employees who work an average of twenty (20) hours per week are only eligible for:

Medical Services Plan,  
Extended Health Plan,  
Group Life Insurance (Flat \$15,000)  
Accidental Death & Dismemberment coverage (Flat \$15,000)  
Dental Plan

k) Notwithstanding anything in Article 13 the employer agrees to pay 100% of the cost for the existing Employee Assistance program, for all employees.

l) Long Term Disability

The employer agrees to pay the full cost for a Long Term Disability plan for all regular full time employees subject to the terms and conditions of Pacific Blue Cross

Benefit 66 2/3% of monthly salary  
Maximum \$2800 monthly  
2 year own occupation  
With partial 39 week elimination period  
Taxable benefit

m) The Branch's Short Term accident and sickness income protection plan meets, and in most cases, exceeds the minimum standards established by Employment Insurance for plans which entitle employers to pay a reduced EI premium. The Branch has applied for and received approval for a reduced employer EI premium. Although only the employer portion of the EI is reduced, as required by law, the Branch shares a portion of the reduction with its employees in the form of enhanced benefits.

- 1) Long Term Disability
- 2) Benefits for regular part time employees.
- 3) Employee Assistance Program

Therefore, effective the pay period ending May 7, 2000, there will be no further cash rebates.

#### **ARTICLE 14 - WORKING CONDITIONS**

a) Work Week

1. Subject to the exception listed in Clause 14 (a) (3), the normal work week shall consist of five (5) consecutive working days from Monday to Friday inclusive
2.
  - i) The normal hours of work shall be seven (7) hours daily scheduled between 6:00 am and 9:00 pm, with a maximum of one (1) hour for lunch, and with two (2) fifteen (15) minute rest periods. Sections which, because of the scope of their work, cannot efficiently operate within the above listed hours, shall have their work periods jointly reviewed and mutually adjusted if agreed to by the Union and the Employer.
  - ii) Notwithstanding the provisions of Article 14 (a) 2 above, ACO I's and ACO II's may be assigned to patrol in accordance with municipal contracts outside normal working hours provided these hours occur after sunrise and before sunset.
3. In departments presently requiring a seven (7) day operation, per week, the normal work week may be any five (5) days with two (2) consecutive days of rest.
4. In accordance with Article 7 of this Agreement, the Employer may establish additional Union positions at any shelter during the period from April 1 to September 30, which add to existing shelter staff on the following basis:
  - i. Hours of work shall be any eight (8) consecutive hours including a one (1) hour unpaid meal period and two (2) fifteen (15) minute paid rest periods.
  - ii. Shifts to be scheduled between 5:00 am and 9:00 pm.
  - iii. A minimum of two (2) consecutive days of rest per week.

It is agreed this provision shall not directly or indirectly result in layoff(s) or loss of any regular full time or regular part time position at any shelter.

5. The regular shifts in the Hospital shall be between the hours of 7:00 a.m. and 6:00 p.m., with the exceptions of:
  - i. The evening receptionist(s) whose hours will be between 12:00 noon and 12:00 midnight.
  - ii. The evening technologist(s) whose hours will be between 4:00 p.m. and 1:00 a.m.
  - iii. The night attendant(s) whose hours will be between 11:00 p.m. and 8:00 a.m., and
  - iv. The part time weekend/holiday Vet II who will work a split shift in accordance with the posted position.

It is agreed that staff may transfer temporarily between these shifts at their own request with the Employer's approval or at the request of the Employer provided the employee agrees.

b) ACO 1 (Evening) ACO 1 (Night)

For the purpose of providing emergency services at night, the following provisions shall apply:

1. Hours of work for ACO 1 (Evening) shall be seven and one-half (7 1/2) consecutive hours including one-half (1/2) hour for meal time to be scheduled between the hours of 4:00 p.m. and 1:30 a.m.
2. Hours of work for ACO 1 (Night) shall be seven and one-half (7 1/2) consecutive hours including one-half (1/2) hour for meal time to be scheduled between the hours of 11:00 p.m. and 9:00 a.m.
3. ACO 1 (Evening) and ACO 1 (Night) shall have a normal work week of any five (5) consecutive days with two (2) consecutive days of rest, or shall operate on a progressively rotating shift based on four (4) consecutive working days followed by two (2) consecutive days of rest, as determined by posting or by mutual consent of the parties in writing.

4. A Regular Part Time position shall be used as needed to cover the days of rest of the employees referred to in number 3 above.
5. All overtime worked shall be paid at the rate in accordance with Article 11 of the Collective Agreement.
6. All time worked on general or proclaimed holidays shall be paid overtime at the rate in accordance with Article 12 of the Collective Agreement.

c) Daily Guarantees

1. Employees reporting for work on the call of the Employer, except school students reporting for work on school days, shall be paid the employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of 2 hours.
2. If the employee commences work, four (4) hours' pay at the employee's regular rate, except when his work is suspended because of inclement weather or other reasons completely beyond the control of the Employer; In such event, two (2) hours' pay at the employee's regular hourly rate shall be paid.
3. The Employer shall provide twenty-four (24) hours notice to employees in the event of an established shift change.
4. The employer agrees to post all work schedules a minimum of fourteen (14) days in advance in all work locations and departments.

d) Working Conditions

The requirements of employment shall be limited to matters pertaining to the work requirements of the Employer. Employees will not be required to carry out personal services which are not connected with the operation of the Employer.

e) Labour Management Committee

1. A Labour Management Committee shall be established consisting of up to three (3) representatives of the Union, and up to three (3) representatives

of the Employer. Each party will appoint up to two (2) alternates to the Committee.

2. The Committee shall meet every four (4) months on a regular day of each fourth month. An extraordinary meeting may be called by either the President of the Union, or the General Manager, Human Resources or his/her designate.
3. Each party will provide the Chair or the Secretary for the meetings. The Chair and the Secretary will alternate between the Employer and the Union and will be considered representatives for their respective parties. Agenda items will be submitted to the Secretary and Chair not later than five (5) working days before the meeting date and if no agenda items are received, the meeting will be cancelled.
4. The Committee shall not discuss grievances or matters of collective bargaining, and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in these discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
5. The Committee may deal with all general matters not covered by the Training Committee, Health and Safety Committee, Grievance Proceedings and Collective Bargaining. Its purpose shall be to promote workplace harmony and productivity.
6. Time spent in such meetings will be without loss of pay.
7. Minutes shall be kept of all meetings and distributed to the parties within ten (10) days of the meeting.

f) Staff Levels:

It is agreed the following staffing levels shall be the core staffing levels for individual shelters:

1. Abbotsford Shelter:

The agreed core staff complement at the Abbotsford Shelter shall be:

One (1) Regular Full Time ACA  
One (1) Regular Part Time ACA  
One (1) Regular Full Time Receptionist

2. Vancouver Shelter:

The agreed core staff complement at the Vancouver Shelter shall be:

One (1) Regular Full Time ACO 1  
Two (2) Regular Full Time Receptionists

3. Maple Ridge Shelter:

The agreed core staff complement at the Maple Ridge Shelter will be:

Two (2) Regular Full Time ACO 2  
One (1) Regular Full Time Receptionist

4. Burnaby Shelter:

The agreed core staff complement at the Burnaby Shelter will be:

Three (3) Regular Full Time ACO 2  
One (1) Regular Full Time ACO 1  
One (1) Regular Full Time Receptionist

5. Chilliwack Shelter

The agreed core staff complement at the Chilliwack Shelter shall be:

One (1) Regular Full Time ACA  
Two (2) Regular Part Time ACA

7. Vancouver Hospital

The agreed core staff complement at the Vancouver Hospital shall be:

Two (2) Full Time AHT  
One (1) Part Time AHT  
Two (2) Full Time Vet Assistant 2  
One (1) Part Time Vet Assistant 2

8. Seven regular full-time (Animal Protection Officers 2) APO2
9. One (1) Regular Full Time (Night Emergency Personnel) ACO1  
One (1) Regular Part Time (Night Emergency Personnel) ACO1

It is further agreed that staff complements shall be negotiated between the parties in the event of re-configuration of Shelters by the Employer, including shelter regionalization and the establishment of new shelters.

The Employer commits to ensuring it bids on Municipal contracts, in its warrant area, and such bids will if possible under the circumstances necessary to win the bid, adequately provide for the cost of the core staff.

#### **ARTICLE 15 - TECHNOLOGICAL CHANGE**

a) Definition of Technological Change

In this Article “Technological Change” means a significant change in:

1. the introduction of equipment, material or processes different in nature, type or quantity from that previously utilized;
2. work methods, organization, operations or processes affecting one or more employees;
3. the location at which the work, undertaking or business operates;
4. the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

b) Notification of Technological Change

The Employer agrees to notify the Union as far as reasonably possible in advance of its intention to introduce technological change and to keep the Union informed of the development of such program. Such information shall, when possible, include:



- the nature of the change;
- the date of introduction;
- the approximate number, type and location of employees likely to be affected;
- the effects the change may be expected to have on employees' working conditions in terms of employment.

In carrying out technological change, the Employer agrees to mitigate as far as possible the effects upon employees' working conditions and terms of employment.

c) Retraining

Whenever an employee's job is discontinued as a result of technological change, every effort will be made to locate him elsewhere, and a period of up to six (6) months shall be allowed for retraining to qualify the employee for the new work, where possible. During the first six (6) months, the employee's rate shall not be reduced and, after that period, he shall be paid the appropriate rate for the new job as negotiated.

Where new skills are required, employees shall be given a period not to exceed six (6) months by the Employer, to achieve the performance level outlined in the job description. During the first six (6) months, the employee's rate shall not be reduced and, after that period, he shall be paid the appropriate rate for the new job as negotiated.

No new employees shall be hired by the Employer until employees affected by the change, or employees on layoff, have been notified of the proposed technological change and allowed a reasonable retraining period not to exceed six (6) months to acquire the required knowledge and skills.

In cases where retraining is not possible, the employee may elect either of the following options:

- i. termination of employment and immediate acceptance of severance pay in the amount of two (2) weeks' pay for a minimum of six (6) months but less than thirty-six(36) months' service and one (1) additional weeks' pay for each subsequent year of service.

- ii. placement on the recall list.

Where an employee elects to accept placement on the recall list, severance pay shall not be paid until such time as the employee's recall rights expire or the employee subsequently elects to receive severance pay.

It is recognized that volume measurement may be necessary to obtain an objective evaluation of the level of production of a group, or a section.

The Union shall have the right to Grievance and Arbitration for the settlement of any dispute arising under this Section.

#### **ARTICLE 16 - SERVICE SEVERANCE PAY**

It is agreed and understood that Service Severance Pay shall be paid to employees of the Employer on the following basis:

- a) Employees who have completed their probationary period and are terminated for non-culpable reasons shall be paid one weeks' pay for each year of service up to a maximum of eight (8) weeks' pay.
- b) Employees retiring from the service of the Employer shall be paid one weeks' pay (5 days) for each year of service with the Employer. Where the employee is a regular part time employee, a week's pay shall be that amount regularly paid on a part time basis.
- c) Employees on layoff may elect at any time to take severance pay in accordance with Article 16 (a) above but shall give up their seniority and right to recall.

For the purpose of Service Severance Pay, the following definitions shall apply:

Retirement - An employee may retire after twenty (20) years of service with full retirement benefits as provided for in the Collective Agreement.

Week's Pay - Shall be based on the employee's average weekly earnings, excluding overtime, over the previous eight (8) weeks.

## ARTICLE 17 - LEAVE OF ABSENCE

### a) Absence from Duty of Union Officials

Union officers and bargaining, grievance and Health and Safety Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer and participation in negotiations and arbitrations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. It is understood that not more than one (1) representative from any work location will be granted such leave of absence at any one time.

### b) Paid Bereavement Leave

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days' leave without loss of pay and benefits in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, former guardian, fiancé and any other relative for whom an employee is required to administer bereavement responsibilities. Where the employee is required to attend outside of the Province, such leave shall also include reasonable travelling time, not to exceed seven (7) days without pay.

Notwithstanding the provisions contained in this Article, the employee will provide the Employer with reasonable proof of bereavement relationship.

### c) Maternity Leave

1. A pregnant employee who elects to request Maternity Leave shall provide the Employer with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth.
2. In normal circumstances a pregnant employee shall terminate her employment or proceed on Maternity Leave two (2) months before the expected date of birth.

3. An employee who desires to work during the last two (2) months of pregnancy shall be permitted to do so if her attending physician certifies in writing that the health of the employee will not be adversely affected. In such case, the employee shall work under conditions and for such period as shall be specified in writing by her attending physician.
4. No employee shall be permitted to work during the six (6) weeks following the date of birth.
5. An employee who has been granted Maternity Leave shall notify her Employer at least four (4) weeks before she intends to return to work.
6. An employee shall be entitled to Maternity Leave, without pay, from the date of separation from employment, but not for more than a period of six (6) months from the date of commencement of Maternity Leave.
7. An employee, who has been granted Maternity Leave and fails to contact the Employer within five (5) months from the commencement of Maternity Leave, so that mutually convenient arrangements may be made for her return to employment, shall be considered to have permanently separated from employment.
8. During the period of maternity/parental leave the Employer shall continue to pay its share of hospital, medical, dental, disability, group life, pension and other benefits of this agreement provided the employee prepays to the Employer his/her share of the cost of benefits as stated in the collective agreement. Maternity leave will not be considered as service for purposes of earning vacation, statutory holidays, sick leave or increments.
9. An employee on Maternity Leave who has notified her Employer of her intention to return to work pursuant to paragraph (5), and who subsequently suffers any incapacitating illness which prevents her from returning to work at the time she intended, whether or not such illness is related to the pregnancy, shall be entitled to be paid Weekly Indemnity benefits commencing on the first working day on which she would otherwise have returned to work, provided that she has sufficient sick leave credits, and provided that she produces to the Employer a Disability Certificate duly completed by her attending physician.
10. In the event the combined Maternity Leave and Sick Leave exceed the maximum period of six (6) months referred to in paragraph (6) the

Employer will not be required to comply with the normal requirements for posting notice of temporary positions whose duration has exceeded six (6) months.

11. If the regular work of the employee could affect the health of the fetus, as determined by the employee's physician, but subject to confirmation by the Employer's physician, the employee may request an alteration in her duties to alleviate the problem with which the Employer will do its best to comply.
12. The employee shall be granted parental leave pursuant to the provisions of the Employment Standards Act.

d) Leave of Absence for Adoption

If an employee makes application to the Employer for Leave of Absence without pay, for the purpose of attending to the adoption of a child, eight (8) years of age or younger, Leave of Absence, without pay, for such a purpose, to a maximum of four (4) months, shall not be unreasonably withheld. An employee who has been granted such leave may apply to the Employer for an extension thereof for an additional two (2) months.

e) Training and Educational Leave

The Employer agrees to pay one hundred percent (100%) of the tuition fees on successful completion of any training course or educational course as approved by the B.C.S.P.C.A. and directed by the Employer.

Where it is necessary for the employee to be absent from his place of duty, as a result of taking the approved course, there will be no loss of seniority, pay or benefits.

f) Leave of Absence for Union Business

An employee who is selected or elected to a full time position with the Union, or with the B.C. Federation of Labour Councils, CUPE District Councils within B.C., the Canadian Labour Congress, or CUPE B.C. Division shall be granted a leave of absence without pay, benefits or loss of seniority, except that in the calculation of service severance pay or retirement benefit, any such leave will be deducted from the earned time entitlement. Such leave of absence shall be for one

(1) year at a time to a maximum of three (3) years. Renewal must be applied for in writing with adequate notice being given.

g) Leave of Absence for Personal Business

The Employer agrees to grant each full-time employee one (1) day off with pay and without loss of seniority for the purpose of conducting personal business once every calendar year, provided it is not taken in conjunction with Annual Vacation or General Holiday.

h) General

1. All full time employees shall be entitled to a leave of absence without pay and without loss of seniority for good and sufficient cause provided that such requests shall be made in writing and approved by the Employer. It is understood that employees taking a personal leave of absence for one (1) calendar month or more shall accumulate no more than one (1) month seniority. All employees who have applied for and receive a leave of absence will have their holidays pro-rated for that particular year(s). The Employer shall approve a leave of absence provided that it does not conflict with the operation of that particular location. Such approval shall not be withheld without just cause.

2. All permanent part-time employees may be granted a leave of absence without pay and without loss of seniority. Such requests shall be made in writing and approved by the Employer. The Employer may deny this leave for any reason. It is understood that employees taking a personal leave of absence for one (1) calendar month or more shall accumulate no more than one (1) month of seniority. All employees who have applied for and receive a leave of absence will have their holidays pro-rated for that particular year(s).

i) Compassionate/Emergency Leave

The employer recognizes that any employee may be affected by totally unforeseen circumstances which necessitate his absence from work. Application may be made for compassionate/emergency leave with pay and the Employer may grant such a leave. Such permission shall not be unreasonably withheld.

j) Union Functions

Upon request to the Employer, an employee appointed to represent the Union at B.C. Federation of Labour, Canadian Labour Congress, CUPE, or CUPE B.C. conventions shall be allowed leave of absence without pay. Leave of absence with pay may be granted for union sponsored courses only to a maximum of five (5) working days per person per year. Further such leave may be granted without pay. Section 17 (e) shall not apply in these cases.

**ARTICLE 18 - GRIEVANCE PROCEDURE**

a) Grievances

A grievance shall mean any difference between the Employer and the Union concerning the interpretation, application or operation of this Agreement, or any grievance concerning any alleged violation of this Agreement, or any difference concerning the suspension, discipline or dismissal of an employee.

Any difference concerning the interpretation, application or operation of this Agreement or any violation thereof, including any question as to whether any matter is arbitrable shall be dealt with without stoppage of work in the following manner.

Concerns or problems which may result in a grievance shall first be taken up with the immediate supervisor, who will consult with the Departmental Head in an attempt to resolve the matter. Failing a satisfactory resolution of the problem or concern, utilizing this informal procedure, a grievance may be initiated within fifteen (15) days of the original concern being expressed, as follows:

STEP 1: The grievance shall be submitted in writing to the Head of the Department. He shall meet with the Union and respond in writing to the grievance within ten (10) working days of receipt of the grievance. The grievor may attend the meeting.

STEP 2: Failing a satisfactory resolution at Step 1, the grievance may be advanced to the Executive Director within ten (10) days of receipt of the Step 1 response. The Executive Director or his designate shall convene a meeting with the Union and provide written response to the grievance within ten (10) working days of receipt of the grievance.

STEP 3: If not satisfactorily resolved at Step 2, the Union may advance the grievance to arbitration within ten (10) working days of receipt of the Step 2 response.

Extensions to the time limits contained herein above may be agreed upon between the parties only for the most serious reasons.

#### RIGHT TO HAVE A STEWARD PRESENT

Where a supervisor intends to discipline the employee for just cause, the supervisor shall so notify the employee in advance, for the purpose of the discipline in order that the employee may contact his/her Steward to be present at the discipline.

b) Recognition of Union Stewards and Union Grievance Committee.

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing his grievance in accordance with the grievance procedure.

The Union shall notify the Employer in writing of the names of each Union Steward and Union Grievance Committee members.

c) Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes. The Union recognizes that each Steward is employed full time by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor; permission should normally be given within one hour.



d) Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be bypassed.

e) Grievance on Safety

An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in Step 2 of the grievance procedure for preferred handling.

f) Harassment

1. Harassment is broadly defined as any unwelcome remarks, behaviours, or communications based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, sexual orientation, physical or mental disability, gender, age, or criminal conviction which causes humiliation to any person and/or creates an intimidating, hostile, or offensive working environment.
2. The Employer agrees to develop, jointly with the Union, a policy against harassment and make all personnel aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of harassment in staff and/or management training sessions.
3. Cases of harassment shall be eligible to be processed as grievances.
4. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
5. The Employer and the Union recognize that it is their joint responsibility to maintain a harassment-free work place.

g) Other Disputes

Other disputes as defined in the Labour Relations Code of BC shall, during the term of this Agreement be the subject of collective bargaining between the Union and the Employer, as represented in the first instance by the Executive Director or his designate which shall, upon the request of either party and with all reasonable

dispatch, but in any event within ten (10) days from receipt of such request, arrange for meetings between the said Employer and the Union.

h) Arbitration

A Board of Arbitration shall consist of three (3) persons, one to be chosen by each party and the third, who shall be chairman, to be selected by the two so appointed. The two representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree upon a chairman. If they are unable to agree upon or otherwise fail to appoint a chairman, either party may apply to the Minister of Labour to appoint a chairman. In all other respects, the provisions of the "Arbitration Act" shall apply. The decision of the Board shall be final and binding on both parties. Each party shall bear the expense of the arbitrator appointed by such party and shall pay half the expense of the chairman.

i) Notwithstanding any other provision of Article 18. Grievances arising from the termination of employment shall commence at Step 2 within fifteen (15) days of the termination.

j) Optional Grievance Investigation Procedure

1. Purpose and Scope

Recognizing that there are times and circumstances in which it may be advantageous to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolution without incurring the cost and delays associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure. The process is intended to complement the grievance and arbitration procedure otherwise provided for in this Agreement. It is NOT intended to replace those other procedures.

2. Optional Grievance Investigation Procedure

As provided for in the Labour Relations Code of B.C., where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, the parties will appoint one of the persons named hereunder as "investigators", or a substitute agreed to by the parties to

- i. investigate the difference;
- ii. define the issue in the difference; and
- iii. make written recommendations to resolve the difference within five (5) days of the date of the receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

### 3. Cost Sharing

As provided for in Section 112 of the Labour Relations Code of B.C., each party shall pay one-third (1/3) of the cost incurred in relation to the reasonable remuneration, traveling and out of pocket expenses of the investigator or his substitute. The remaining one-third (1/3) will be paid by the provincial government.

Each of the parties shall be separately responsible for all other costs incurred by each of them in relation to the preparation and presentation of their respective cases and submissions to the Investigator.

### 4. Investigators Selection

The parties shall mutually agree to select an Investigator. Failing such agreement the Director of the British Columbia Labour Relations Board Collective Agreement Arbitration Bureau shall be requested to appoint an investigator.

### 5. Option Choice and Timing

Either party may choose to implement the investigation procedure, provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision, within five (5) work days of the receipt of the reply at the third step of the grievance procedure. Such notification must be in writing.

The party receiving the notification may refuse to accept the investigator procedure, in which case the provisions of Article 18 (a) are then applicable and the time limits contained in that Article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given.

6. Option for Binding Recommendations

While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the appointment of the Investigator.

7. Dismissal and Suspension

An employee who alleges wrongful dismissal or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Article 18. If the employee is found by a Board of Arbitration appointed under the provisions of Article 18 to be dismissed or suspended for other than proper cause, the Board of Arbitration may:

- i. direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal or suspension, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
- ii. make such order as it considers fair and reasonable having regard to the terms of this Agreement.

An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

k) Adverse Report/Written Warning

1. Whenever the Employer deems it necessary to formally censure or discipline an employee, notice shall be given in writing within ten (10) working days of the event giving cause for such censure or discipline becoming known.
2. The employee shall have the right to respond in writing within ten (10) working days to any written report, and the response shall form part of the employee's personnel file.
3. The personnel file of an employee shall not be used against them at any time after 36 months following a suspension or 24 months following other disciplinary action, including letters of reprimand or any adverse reports,

provided there has not been a further infraction. Any such documents upon request of the employee, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 36 or 24 months, as the case may be, from the date it was issued.

#### **ARTICLE 19 - MUTUALLY AGREED CHANGES**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement.

#### **ARTICLE 20 - CHANGES AFFECTING THE COLLECTIVE AGREEMENT**

The British Columbia Society for the Prevention of Cruelty to Animals, agrees that any reports or recommendations made to the Board of Directors of the British Columbia Society for the Prevention of Cruelty to Animals dealing with matters covered by this Collective Agreement, including recommendations for changes in method of operation that may affect wage rates, workloads or reduction of employment, will be communicated to the Union before they are dealt with by the Board of Directors of the B.C.S.P.C.A., concerning them and, further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the B.C.S.P.C.A.

#### **ARTICLE 21 - JOB DESCRIPTIONS**

The Employer agrees to draw up Job Descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union, and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days. If such objection cannot be resolved, the issue may be subject to grievance and arbitration. Recognized job descriptions shall form part of the Collective Agreement.

When the duties of any job are changed or increased, or where an employee feels a job is incorrectly classified, the employee may apply in writing to the General Manager, Human Resources, for a review of the classification. Disputes shall be settled by the grievance procedure.

## ARTICLE 22 - SPECIAL PROVISIONS

- a) The Employer agrees to provide Business Cards for all investigative staff to a maximum of 200 cards per member per year.
- b) The Employer agrees to pay for seasonally appropriate and approved footwear up to a maximum of two (2) pair for all full time uniformed shelter staff and all uniformed hospital staff as may be required. This footwear shall be replaced when worn out, as determined by the Employer. The maximum contribution by the Employer towards the cost of this footwear shall be three hundred dollars (\$300) every three (3) years. The foregoing is to fulfill the requirements of full uniform and is not an allowance. The Employer reserves the right to prior approval of type and colour. Staff will undertake to wear the footwear at all times when in uniform; to keep them appropriately polished, and shone, and to wear navy, or black or white stockings as required.

- c) Collective Agreement Negotiations

The Employer and the Union will make a concerted effort to formally begin negotiations by the end of the second week of September 2014, in order to facilitate budgetary presentations to the various contracting municipalities.

- d) Bulletin Boards

The Union shall provide union bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The size and placement of the boards will be by mutual agreement.

- e) Uniforms

1. The Employer shall provide at his expense all uniforms required to be worn on duty by uniformed Shelter Staff.

Shelter Registered Veterinary Technologists will be afforded uniforms on the same basis as Hospital Staff in (2) below.

2. For Hospital Staff, the Employer shall pay for two uniforms per year, subject to the Employer's approval as to cost and appearance. In the first year of employment, after completion of the probationary period, the employer may at his discretion provide two (2) uniforms.
3. All uniforms issued by the employer shall be made in Canada (where possible) and shall bear a recognized union label where such uniform can be purchased at competitive prices.
4. The Employer shall reimburse the cost of dry cleaning any uniform items which require same and are not washable.
5. Staff not currently required to wear uniforms may request in writing to be provided with uniforms, as set out above.

f) Registered Veterinary Technologist

Registered Veterinary Technologists holding Regular positions as Veterinary Assistant I (Registered Veterinary Technologist) in the Hospital or in a Shelter, shall be reimbursed for annual membership dues paid to the British Columbia Veterinary Technologists Association.

The employer will cover the cost of tuition/registration and books required for continued education courses/conferences allowing all employees who are required to be registered with the British Columbia Veterinary Technologists Association to maintain their membership. Expenses incurred for travel costs associated with attendance at conferences will be reimbursed up to a maximum of three hundred dollars (\$300) every two (2) years. Expenses must be submitted in accordance with the Society's expense reimbursement policy.

g) Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the remaining rights, privileges and obligations of the parties shall remain in existence. In such an event this agreement may be re-opened for negotiations. If there is no agreement between the parties on this issue, the matter may be resolved by arbitration.

h) Civil Actions:

Where any employee acts at the Employer's direction or within the scope of their normal duties;

- 1) The Employer agrees not to seek indemnity against any employee whose actions resulted in judgment against the Employer.
- 2) The Employer agrees to pay any judgment against an employee arising out of the proper performance of the employee's duties.
- 3) The Employer agrees to pay any reasonable legal costs incurred in the proceedings in clause 2) above.

i) Criminal Actions:

Where any employee acting at the Employer's direction or within the scope of their normal duties is charged with an offence and is subsequently found not guilty, the employee shall be reimbursed by the Employer for all reasonable legal fees.

j) Negligent Performance of Duties

The Employer will not be bound by the provisions of (l) or (m) where it is determined that the employee performed his/her duties in a negligent manner. Any disputes arising from the application of Article 22 (l), (m) or (n) will commence at Step 2 of the Grievance Procedure set out in Article 18 of this Collective Agreement.

**ARTICLE 23 - HEALTH AND SAFETY**

- a) The Employer recognizes the need to have an effective Occupational Health and Safety Program and will follow the recommendations of the Occupational Health and Safety Regulations of WorkSafeBC.

The Employer agrees to work cooperatively with the Union to develop programs which prevent injuries and diseases in the place of employment. This includes:

- ensuring all dangers to the safety and health of workers are identified and brought to their attention;



- ensuring the dangers are eliminated and, where this is not practicable, to control the dangers or protect the worker from the dangers;
  - ensuring work processes, projects, work and maintenance procedures are adequately planned and implemented;
  - ensuring workers are instructed, trained, and supervised to safely perform assigned duties.
- b) The Union recognizes the responsibility of the worker to take reasonable care to protect the safety and health of himself and other workers present by:
- using the required protective clothing and equipment;
  - following the work procedures in which he has been instructed and trained, to safely perform assigned duties;
  - notifying the employer or supervisor of the absence of or defect in any equipment or protective device which may endanger himself or other workers.

#### **ARTICLE 24 - TERM OF AGREEMENT**

The term of the new Collective Agreement shall be for three (3) years from January 1<sup>st</sup>, 2015 to December 31<sup>st</sup>, 2017 both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 62 of the Labour Relations Code of BC, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

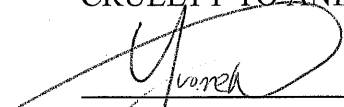
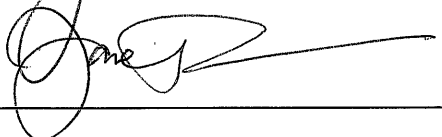
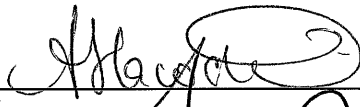

1. The Union can lawfully strike in accordance with the provisions of Part V of the Labour Relations Code of BC; or
2. The Employer can lawfully lock-out in accordance with the provisions of Part V of the Labour Relations Code of BC; or

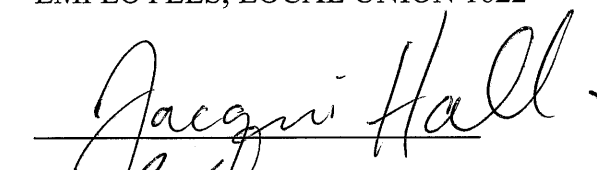
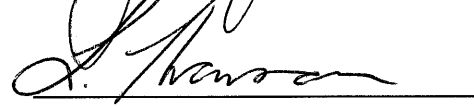
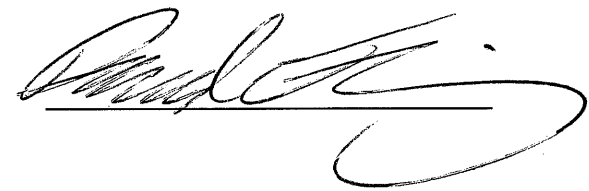
3. The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement, whichever is the earliest.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENTS

SIGNED ON BEHALF OF THE  
BRITISH COLUMBIA SOCIETY  
FOR THE PREVENTION OF  
CRUELTY TO ANIMALS,

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL UNION 1622

  
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DATED THIS 4<sup>th</sup> DAY OF Oct, 2016

**Schedule 'A'**

<b>ANIMAL CONTROL OFFICER 1 (ACO 1)</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 18.76	\$ 19.36	\$ 19.77	\$ 20.46	\$ 21.07
2016 (1%)	\$ 18.95	\$ 19.55	\$ 19.97	\$ 20.66	\$ 21.28
2017 (2%)	\$ 19.33	\$ 19.94	\$ 20.37	\$ 21.07	\$ 21.71

<b>ANIMAL CONTROL OFFICER 2 (ACO2)</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 23.38	\$ 24.40	\$ 25.51	\$ 26.66	\$ 27.87
2016 (1%)	\$ 23.61	\$ 24.64	\$ 25.77	\$ 26.93	\$ 28.15
2017 (2%)	\$ 24.08	\$ 25.13	\$ 26.29	\$ 27.47	\$ 28.71

<b>ANIMAL PROTECTION OFFICER 1 (APO 1)</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 18.76	\$ 19.36	\$ 19.77	\$ 20.46	\$ 21.07
2016 (1%)	\$ 18.95	\$ 19.55	\$ 19.97	\$ 20.66	\$ 21.28
2017 (2%)	\$ 19.33	\$ 19.94	\$ 20.37	\$ 21.07	\$ 21.71

<b>ANIMAL PROTECTION OFFICER 2 (APO 2)</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 23.38	\$ 24.40	\$ 25.51	\$ 26.66	\$ 27.87
2016 (1%)	\$ 23.61	\$ 24.64	\$ 25.77	\$ 26.93	\$ 28.15
2017 (2%)	\$ 24.08	\$ 25.13	\$ 26.29	\$ 27.47	\$ 28.71

<b>ACO 3</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 26.48	\$ 27.48	\$ 28.61	\$ 29.84	\$ 31.07
2016 (1%)	\$ 26.74	\$ 27.75	\$ 28.90	\$ 30.14	\$ 31.38
2017 (2%)	\$ 27.27	\$ 28.30	\$ 29.48	\$ 30.74	\$ 32.01

<b>REGISTERED VETERINARY TECHNOLOGIST (RVT)</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 21.67	\$ 22.33	\$ 22.78	\$ 23.54	\$ 24.29
2016 (1%)	\$ 21.89	\$ 22.55	\$ 23.01	\$ 23.78	\$ 24.53
2017 (2%)	\$ 22.33	\$ 23.00	\$ 23.47	\$ 24.26	\$ 25.02

<b>VET ASSISTANT 2</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 19.16	\$ 19.93	\$ 20.35	\$ 21.07	\$ 21.67
2016 (1%)	\$ 19.35	\$ 20.13	\$ 20.55	\$ 21.28	\$ 21.89
2017 (2%)	\$ 19.74	\$ 20.53	\$ 20.96	\$ 21.71	\$ 22.33

<b>VET ASSISTANT 3</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 17.99	\$ 18.20	\$ 18.53	\$ 18.90	\$ 19.29
2016 (1%)	\$ 18.17	\$ 18.38	\$ 18.72	\$ 19.09	\$ 19.48
2017 (2%)	\$ 18.53	\$ 18.75	\$ 19.09	\$ 19.47	\$ 19.87

<b>BOOKKEEPER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 21.85	\$ 22.64	\$ 23.54	\$ 24.42	\$ 25.38
2016 (1%)	\$ 22.07	\$ 22.87	\$ 23.78	\$ 24.66	\$ 25.63
2017 (2%)	\$ 22.51	\$ 23.33	\$ 24.26	\$ 25.15	\$ 26.14

<b>RECEPTIONIST</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 18.16	\$ 18.49	\$ 18.85	\$ 19.25	\$ 19.51
2016 (1%)	\$ 18.34	\$ 18.67	\$ 19.04	\$ 19.44	\$ 19.71
2017 (2%)	\$ 18.71	\$ 19.04	\$ 19.42	\$ 19.83	\$ 20.10

<b>ANIMAL CARE ATTENDANT (ACA)</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 16.21	\$ 16.53	\$ 16.83	\$ 17.19	\$ 17.51
2016 (1%)	\$ 16.37	\$ 16.70	\$ 17.00	\$ 17.36	\$ 17.69
2017 (2%)	\$ 16.70	\$ 17.03	\$ 17.34	\$ 17.71	\$ 18.04

<b>DATA ENTRY CLERK</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 16.94	\$ 17.19	\$ 17.34	\$ 17.58	\$ 17.86
2016 (1%)	\$ 17.11	\$ 17.36	\$ 17.51	\$ 17.76	\$ 18.04
2017 (2%)	\$ 17.45	\$ 17.71	\$ 17.86	\$ 18.12	\$ 18.40

<b>NIGHT EMERGENCY PERSONNEL (NEP)</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2015 (.5%)	\$ 15.68	\$ 16.00	\$ 16.21	\$ 16.53	\$ 16.83
2016 (1%)	\$ 15.84	\$ 16.16	\$ 16.37	\$ 16.70	\$ 17.00
2017 (2%)	\$ 16.16	\$ 16.48	\$ 16.70	\$ 17.03	\$ 17.34

## NOTES TO PAY SCALES

Note # 1 Hourly rate of pay x number of bi-weekly hours (to 4 decimals) - Bi-weekly pay rate (to 2 decimal places).

Note # 2 All employees shall be paid bi-weekly on a Wednesday in accordance with Schedule A except as otherwise provided herein.

Note # 3 Overtime shall be paid bi-weekly. In order to facilitate payroll in payment of overtime the cut off time for payment shall be at the end of the last shift worked on Thursday prior to the bi-weekly pay period.

Note # 4 Bi-weekly deductions from employees bi-weekly earnings shall be as follows:

Employee benefits provided for in the Collective Agreement shall be deducted by multiplying the employee share of the cost of benefit times twelve (12) months and dividing that total by 26.1 and this amount shall be deducted bi-weekly. Income Tax, Canada Pension and Employment Insurance Contributions are to be deducted as required by Revenue Canada Taxation.

It is agreed and understood between the Parties that any overpayment and/or underpayment of the above provisions shall be adjusted in the last bi-weekly pay period in November of each year.

It is agreed and understood between the parties that employees leaving the service of the employer that any overpayment and/or underpayment of the provisions in paragraph one above shall be adjusted at the time of termination.

### **Signing Bonus and Wages**

All employees at date of ratification will receive a signing bonus equaling 1% of gross earnings for all work completed in the 2015 year.

January 1<sup>st</sup>, 2015: 0.5% wage increase

January 1<sup>st</sup>, 2016: 1.0% wage increase

January 1<sup>st</sup>, 2017: 2.0% wage increase

Effective Date for Benefits:

Benefits will become effective the 1st of the month following ratification.

Schedule A Positions for Inclusion:

Animal Control Officer 1 (ACO1)  
Animal control Officer 2 (ACO2)  
Animal Protection Officer 1 (APO1)  
Animal Protection Officer 2 (APO2)  
ACO 3  
Registered Veterinary Technologist  
Vet Assistant 2  
Vet Assistant 3  
Bookkeeper  
Receptionist  
Animal Care Attendant (ACA)  
Night Emergency Personnel (NEP)  
Data Entry Clerk

**LETTER OF UNDERSTANDING NO. 1**

BETWEEN: BRITISH COLUMBIA SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS,  
(Hereinafter called the "Employer")  
Party of the First Part;

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 1622  
(Hereinafter called the "Union")  
Party of the Second Part.

Volunteers

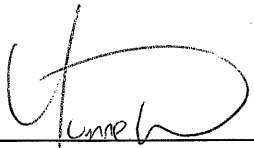
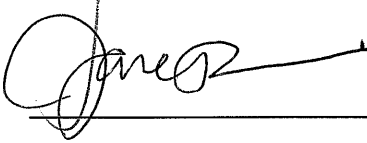
- a) It is agreed that Volunteers serve an important role in animal welfare within the BCSPCA and are strategic and valuable links, to the communities being served.
- b) It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.
- c) Volunteers shall not perform any work or services that are discontinued as a result of a legal lockout or legal strike.
- d) Job descriptions and duties for all volunteers shall be jointly established and agreed upon by the Employer and the Union.
- e) All Volunteers will be the ultimate responsibility of the General Manager, Volunteer Resources however Volunteers will also report to and be responsible to the Manager for the shelter in which they volunteer.
- f) If the Branch or the Union fails to agree upon any matter or procedure arising out of Volunteer activity such matter shall be referred to the Grievance and Arbitration Procedure.

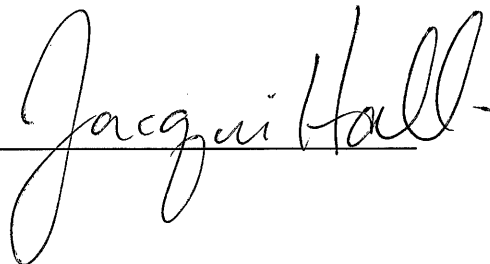
IN WITNESS WHEREOF both parties hereto agree on this \_\_\_ day \_\_\_\_\_, 2016 that this Letter of Understanding shall form part of the Collective Agreement.

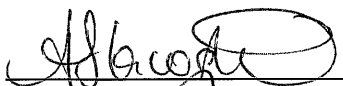

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENTS


SIGNED ON BEHALF OF THE  
BRITISH COLUMBIA SOCIETY  
FOR THE PREVENTION OF  
CRUELTY TO ANIMALS,

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL UNION 1622

  
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DATED THIS 4<sup>th</sup> DAY OF October, 2016



**LETTER OF UNDERSTANDING NO. 2**

BETWEEN:

BRITISH COLUMBIA SOCIETY FOR THE PREVENTION OF CRUELTY TO  
ANIMALS,

(Hereinafter called the "Employer")  
Party of the First Part;

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION                    1622

(Hereinafter called the "Union")  
Party of the Second Part;

**RE: ARTICLE 13 (d) WEEKLY INDEMNITY COVERAGE**

If notice is given by either party of this Collective Agreement, it is agreed a joint committee of four (4) persons to review carriers of and address administrative problems associated with the Weekly Indemnity Plan shall be struck by the parties. Two (2) members of the Committee shall be appointed by the Union, and two (2) by the Employer and a meeting of this joint committee will convene within 30 days of notice given by either party.

There shall be no loss of pay for Union members of the Committee attending meetings of the Committee.

The Employer agrees not to change carriers without first consulting in an earnest and sincere manner with the Union. The Union will be allowed an opportunity to submit names of carriers who are deemed by the Union to have a good claims-paid track record, and who are prepared to provide coverage. The Employer agrees to provide coverage through one of those carriers provided the Employer's costs of premiums can be reasonably budgeted for. The Employer agrees to make every effort to accommodate the Union selection subject to financial considerations.

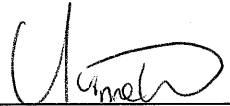
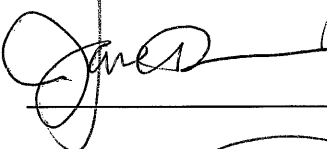
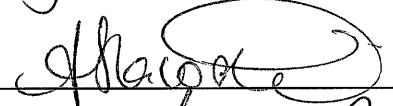
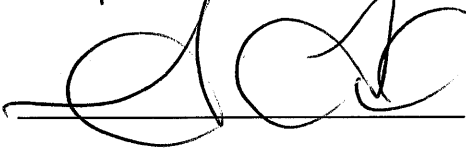
In the event an employee experiences difficulty with the carrier, the Union and Employer agree to cooperate and work jointly to resolve the problem in a timely manner. The Employer agrees to make available to the Union upon request of the employee in writing any and all information necessary to resolve the problem and to assist the Union wherever possible. The employee must explicitly agree to the release of any information.

In the event an employee has payments cut-off by the carrier for any reason, upon written request of the Union the Employer shall pay the indemnity payment to the employee. The Union shall reimburse the Employer the gross amount of the payment, together with the cost of the benefits attaching thereto, in timely fashion. Upon written request of the Union, the Employer shall cease indemnity payments.

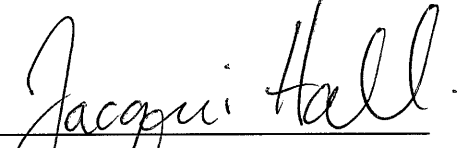

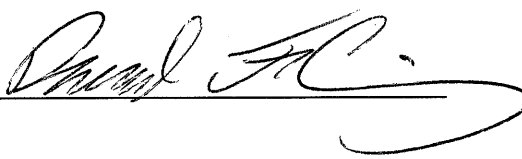
It is agreed any future change(s) in carrier(s) shall provide a minimum coverage and policy criteria currently provided for in the Collective Agreement expiring December 31, 2017.

In witness whereof both parties agree to this 4<sup>th</sup> day of October, 2016 that this Letter of Understanding shall be attached to and form part of the Collective Agreement effective January 1, 2015 and shall be effective from the date of signing.

SIGNED ON BEHALF OF THE  
BRITISH COLUMBIA SOCIETY  
FOR THE PREVENTION OF  
CRUELTY TO ANIMALS,

  
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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL UNION 1622

  
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DATED THIS 4<sup>th</sup> DAY OF Oct, 2016

**LETTER OF UNDERSTANDING NO. 3**

BETWEEN:  
BRITISH COLUMBIA SOCIETY FOR THE PREVENTION OF CRUELTY TO  
ANIMALS,

(Hereinafter called the "Employer")  
Party of the First Part;



AND:  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 1622  
(Hereinafter called the "Union")  
Party of the Second Part.

**RE: JOB SHARE:**

1. Positions eligible for Job Sharing shall be restricted to existing regular full time employees as of the date of signing of this Letter of Understanding.
2. There shall be no reduction in the number of full time positions and/or classifications as a direct or indirect result of Job Sharing. Jobs being shared shall remain full time positions.
3. Any vacancies resulting from employees Job Sharing shall be posted as Time Durated. Vacancies shall be posted at the same level as vacated.
4. No job share arrangement can be implemented without the written consent of the Employer and the Union.
5. Both employees must be of the same classification required of the position to be shared.
6. Joint applications for promotions, lateral transfers, etc., by the two (2) employees sharing a job is not permitted.
7. Benefits of Article 13 of the Collective Agreement will be pro-rated for each employee involved in the job share. Vacation entitlement and sick leave benefits will be pro-rated as well.

8. There shall be no split shifts, change in hours of work, or work schedules as a result of a job share.
9. At all times the position being job shared remains the position of the incumbent occupant of the position at the time of the job share.
10. Participants in a job share arrangement shall continue to accrue seniority according to hours worked.
11. Employees may only participate in one (1) job share arrangement at a time.
12. The employees who job share a position will cover each other for any scheduled absences from work, such as vacation, etc., and any non-scheduled absences such as illness, etc., will be covered where possible.
13. If one (1) or both participants of a job share program decides to terminate the job share arrangement, each participant shall return to their previous positions. Thirty (30) days written notice to the Employer and the Union shall be required to terminate a job share arrangement.
14. The Employer or the Union, with sixty (60) days written notice to the other party may cancel the provisions of the Letter of Understanding in its entirety. In that event, all participants shall return to their pre-job share positions.
15. Employees shall request in writing to the Employer, permission to job share a position. Upon receipt of a request the Employer will copy the Union and convene a meeting with the Union to discuss the request within thirty (30) days of receipt of the request. Mutual agreement, in writing, of the Employer and Union is required to implement any job share arrangement.

SIGNED ON BEHALF OF THE  
BRITISH COLUMBIA SOCIETY  
FOR THE PREVENTION OF  
CRUELTY TO ANIMALS

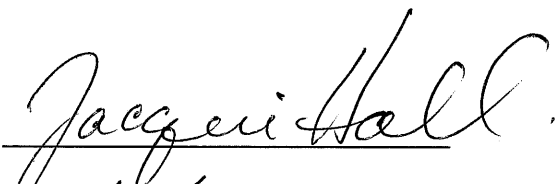

  
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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL UNION 1622

  
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DATED THIS 4<sup>th</sup> DAY OF October, 2016

**LETTER OF UNDERSTANDING NO. 4**



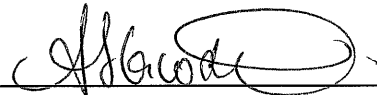
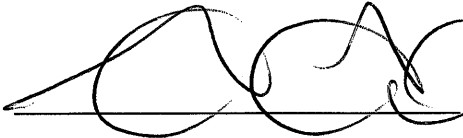
Occupational Health and Safety

The parties recognize the importance of a healthy and safe work environment for all employees and are committed to working cooperatively and in partnership on all matters pertaining to the health, safety and well being of the employees.

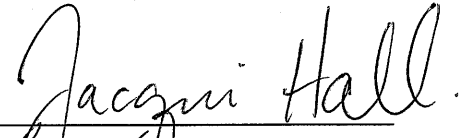
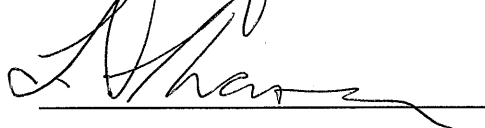

The parties will endeavor to meet at regular Occupational Health and safety Meetings in addition to special Labour Management Meetings to discuss and resolve any joint concerns regarding the BC SPCA Occupational Health and Safety Program.

In witness whereof both parties agree to this 4<sup>th</sup> day of October, 2016 that this Letter of Understanding shall be attached to and form part of the Collective Agreement effective \_\_\_\_\_ and shall be effective from the date of signing.

SIGNED ON BEHALF OF THE  
BRITISH COLUMBIA SOCIETY  
FOR THE PREVENTION OF  
CRUELTY TO ANIMALS,

  
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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL UNION 1622

  
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DATED THIS 4<sup>th</sup> DAY OF October, 2016

**LETTER OF UNDERSTANDING NO. 5**

Between

British Columbia Society for the Prevention of Cruelty to Animals

And

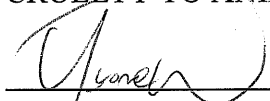
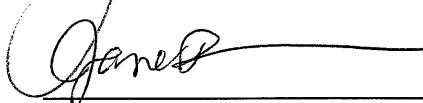
Canadian Union of Public Employees Local 1622

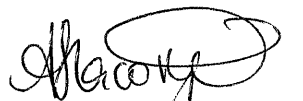
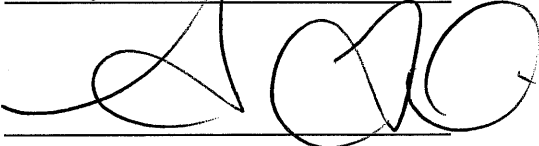
**Re: Working Conditions and Leave for Animal Protection Officers 2 (APO2)**

1. The regular work week shall be any four consecutive days with three consecutive days of rest.
2. The hours of work shall be scheduled between the hours of 6:00 a.m. and 1:00 a.m.
3. The daily shifts per work week will be three days of ten consecutive hours and a fourth day of nine consecutive hours; including a one hour unpaid meal break and three (3) fifteen minute rest periods.
4. Overtime shall commence after nine hours of work on any of the three ten hour days per work week, or after eight hours of work on the scheduled nine hour day per work week. Additionally, overtime shall commence after thirty-five hours of work per work week. Overtime will be paid or booked in accordance with Article 11 of the Collective Agreement.
5. Any hours worked on a day celebrated as a General Holiday as specified in Article 12(c) shall be paid at time and one half, and a day (seven (7) hours) off in lieu shall be given. The lieu day will be taken at the discretion of the employer; the employer will endeavour to ensure the lieu day is taken in conjunction with the employee's regular days of rest.
6. The employees may, at their option, add hours to their scheduled work day to recover the hours lost as a result of a General Holiday. Any time worked in accordance with this paragraph will be paid at the regular rate of pay.

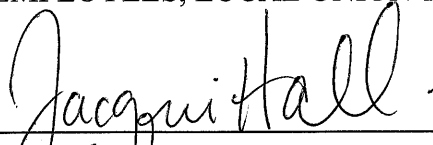

7. General Holiday pay shall be based on seven (7) hours pay at the employee's regular rate. For the purpose of recovering hours lost due to General Holidays the employee may carry a negative balance of booked time to a maximum of negative five hours. An exception to this maximum is the month of January. The employee may carry a negative balance of six hours for that month only. The extra hours worked is to ensure employees do not lose the opportunity to earn thirty five (35) hours pay during weeks with General Holidays.
8. Employees may use their booked time or lieu time to recover any hours of pay lost due to General Holidays.
9. With the exception of calculating time, sick leave shall be dealt with in the same manner as Article 13 of the Collective Agreement. Sick time shall be calculated by the hour instead of the work day. There will be a maximum of eighty four (84) hours sick time paid in one calendar year per employee.
10. For the purpose of calculating annual vacation time, granted and used, working days referred to in Article 12 of the Collective Agreement are to be converted to hours i.e. one working days is equal to seven (7) hours, fifteen working days is equal to one hundred and five (105) hours.
11. For the purposes of bereavement leave and personal business days a "day" shall be considered the applicable shift taken off.


SIGNED ON BEHALF OF THE  
BRITISH COLUMBIA SOCIETY  
FOR THE PREVENTION OF  
CRUELTY TO ANIMALS,

  
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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL UNION 1622

  
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DATED THIS 4<sup>th</sup> DAY OF October, 2016

