

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**BRITISH COLUMBIA UNION WORKERS' UNION ("BCUWU"; the "Union")**

**AND:**

**THE COMPENSATION EMPLOYEES' UNION ("CEU"; the "Employer")**

**May 1, 2017 – April 30, 2021**

The CEU is an employer within the meaning of the Labour Relations Code of British Columbia. The BCUWU is the bargaining agent for certain employees of the CEU, as defined in the Labour Relations Code of British Columbia. This Collective Agreement defines the wages and working conditions for those employees.

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## 1.0 DEFINITIONS

### 1.01 Permanent Worker

"Permanent Worker" means a worker who is employed for an indefinite period.

### 1.02 Temporary Worker

a) "Temporary Worker" means a worker who is employed on a temporary basis. A temporary worker will be governed by the provisions of Article 5.0.

### 1.03 Part Time Workers

Part-time permanent, temporary or casual workers are defined as those employed for less than 7 hours per day or 35 hours per week. Such workers will be afforded all the terms and conditions of the collective agreement, except that wherever a benefit is time related, a part-time workers entitlement will be prorated according to the relationship that their work schedule bears to a full-time schedule.

Provisions of the collective agreement with salaries, allowances, benefits and leaves will be pro-rated in a similar manner.

Permanent part-time workers who are ineligible for any of the Health and Welfare benefit coverage will receive a premium in lieu. The premium will be 4% of their hourly rate for each hour worked.

Temporary part-time workers will receive 4% in lieu of all Health and Welfare benefits.

### 1.04 Spouse

"Spouse" means:

- a) a person who is married to a worker; or
- b) a person who has cohabited with a worker for a continuous period of not less than twelve (12) months.

### 1.05 Singular and Plural

Wherever the plural is used in this Agreement, it will include the singular, and vice versa, when the context requires it.

## **2.0 TERM OF AGREEMENT**

- a) This Agreement is from May 1, 2017 to April 30, 2021, both dates inclusive.
- b) If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement will remain in force up to the time a renewed agreement is reached, or a legal strike/lockout commences.
- c) This Agreement may be amended by mutual consent of the parties.

## **3.0 MANAGEMENT RIGHTS**

The BCUWU acknowledges that the management and direction of workers in the bargaining unit are retained by the CEU, except as may be otherwise provided in this Agreement. The CEU agrees that in exercising its management rights with regard to the administration of this Agreement, it will do so in a fair and reasonable manner.

## **4.0 UNION SECURITY**

- a) Membership in the BCUWU is a condition of employment. The CEU recognizes the BCUWU as the exclusive bargaining agent for all its workers as certified by the Labour Relations Board of British Columbia.
- b) All workers covered by the BCUWU's Certificate will pay union dues by payroll deduction.
- c) This deduction will become effective on the first day of work but will be made only if the workers are still employed on the final day of the first pay period.
- d) Deductions will be made for all further employment.
- e) The CEU will also deduct from workers any levies or assessments authorized by the BCUWU.
- f) BCUWU members will have the right to display union insignias at the workplace and use the union logo on outgoing correspondence and materials.

### **4.01 Appointment of Representatives**

- a) The BCUWU Bargaining Committee will consist of up to two (2) BCUWU members and any other person as named by the BCUWU.
- b) The CEU acknowledges the right of the BCUWU to appoint workers as representatives of the BCUWU as well as any other person so designated by the BCUWU.



#### **4.02 Contracting Out**

The CEU will maintain its current practice regarding contracting out of bargaining unit work. The current functions performed by bargaining unit members will not be contracted out nor performed by non bargaining unit workers. The foregoing is not intended to restrict the current practice of representation and committee work by CEU members.

#### **4.03 No Other Agreements**

No workers will be required or permitted to make written or verbal agreements with the CEU or its representatives which may conflict with the terms of this Agreement.

#### **4.04 Union Leave**

- a) Workers delegated by the BCWU to attend to union affairs will be granted leave without pay.
- b) Where the worker is required to leave the CEU workplace during their paid work hours, wherever possible the worker will request the union leave at least five (5) calendar days prior to the union leave.
- c) This leave will be mutually agreed between the Business Manager and the BCWU and will not be unreasonably withheld.
- d) Workers who are on union leave will maintain their seniority and will continue to accumulate seniority for the duration of the leave.
- e) A Bulletin Board will be made available in a convenient location for the BCWU to post notices and literature.
- f) The CEU will provide each worker with a current copy of the Collective Agreement. Each new worker will be provided with a current copy of the Collective Agreement and will spend up to forty-five (45) minutes reviewing their rights with the appropriate representative named by the BCWU. Such meeting will be during normal working hours on the first day of employment.

#### **5.0 TEMPORARY POSITIONS AND WORKERS**

- a) The CEU may create temporary positions for a maximum of twelve (12) months.
- b) Temporary positions may be extended beyond twelve (12) months only with the agreement of the BCWU.
- c) The provisions of Articles 5.0(a) and 5.0(b) will not apply to positions which are created solely for the purposes of replacing workers who are on sick leave, vacation or any other leave authorized by this Agreement.

d) Permanent workers may be voluntarily promoted or transferred to temporary positions. They will maintain permanent status and return to their permanent positions when the temporary assignment is completed.

#### 5.01 CEU Members and Temporary Assignments

a) Members of the CEU who fill temporary assignments within the bargaining unit for a period in excess of thirty days, pursuant to 5.0 (a) (b) or (c) above, shall be covered by all the terms and conditions of this collective agreement save and except that:

(i) these persons shall continue to be subject to the dues, benefit plan, leave and vacation provisions, of the collective agreement in force and effect with the W.C.B. If the CEU and BCUWU agree otherwise in writing, on a case by case basis, the applicable provisions of this collective agreement shall prevail.

(ii) these persons shall be entitled to the cash equivalent difference, if such difference exists, to be paid bi-weekly, of the wage and vehicle entitlement of the BCUWU/CEU agreement unless the CEU and BCUWU agree otherwise in writing, on a case by case basis.

(iii) these persons shall be entitled to maintain any advantage in their favour, relative to this collective agreement, which arises out of the collective agreement in force and effect with the W.C.B.

d) If the duration of the assignment is more than 30 days, the CEU member shall be a BCUWU member and pay the applicable union dues to the BCUWU.

e) If the duration of the assignment is 30 days or less, the CEU member will not become a BCUWU member. The CEU will pay dues to the BCUWU on behalf of the CEU member.

#### 5.02 Temporary Workers - Less than Six Months

Temporary Workers who are scheduled to work less than six (6) months and are not CEU members will be entitled to all the provisions of the Collective Agreement except the following: 5.01, 8.02, 8.04, 8.05, 8.06(c), 9.01, 10.01, 10.02, 10.03, 10.07, 10.09, 15.0, 17.05, 17.07, 17.08.

These employees will receive 12% of their hourly rate in lieu of all Health and Welfare benefits and Vacation entitlement.

#### 5.03 Temporary Workers - More than Six Months

Temporary Workers who are scheduled to work more than six (6) months and are not CEU members will be entitled to all of the provisions of the Collective Agreement except the following: 5.01, 8.04, 8.05, 10.07, 15.0, 17.05, 17.08.

By mutual agreement, a Temporary Worker may continue to receive the 12% and provisions outlined in 5.02 in lieu of the benefits described in this clause.

Vacation entitlement under 9.01 will be prorated if the temporary worker works less than twelve (12) months.

## **6.0 REMUNERATION**

### **6.01 Salary Schedule**

Schedule "A" of this Agreement contains the annual, bi-weekly and hourly rates, reflecting:

May 1, 2017 4% wage increase

May 1, 2018 0% wage increase

May 1, 2019 2% wage increase

May 1, 2020 2% wage increase

### **6.02 Calculations - Standard Work Week**

Calculation of Annual, Bi-weekly and Hourly Rates are based on a standard 35 hour work week.

### **6.03 Bi - weekly Rates**

The bi-weekly rates contained in Schedule "A" will be calculated as follows:

Bi-weekly rate = Annual rate (to two decimal points)

26.089

### **6.04 Hourly Rates**

The hourly rates contained in Schedule "A" will be calculated as follows:

Hourly rate = Bi-weekly rate (to two decimal places)

70

#### 6.05 Acting Senior Capacity

The higher rate will be paid for each hour that the worker accepts the CEU's request to assume duties and responsibilities of a higher paid position.

#### 6.06 Expenses

- a) Workers will be reimbursed for all approved actual expenses incurred in the performance of their duties.
- b) Workers who are required to work through a meal period or are required to be away from their office during the meal period will be reimbursed expenses for meals as follows:

	On Ratification	May 1, 2019
Breakfast	14.50	15.00
Lunch	16.50	17.00
Dinner	26.50	27.00
Incidentals	12.00	14.00

- c) An incidental allowance will be paid when overnight travel or accommodation is required.

#### 7.0 OVERTIME

- a) Any worker required to work overtime will choose to be paid or be credited with compensating time off.
- b) Except as provided for in Articles 7.0(h) and 7.01 overtime is defined as time worked outside of a worker's daily scheduled hours of work.
- c) Workers who choose to be paid for overtime worked will be paid double their regular hourly rate for all overtime hours worked.
- d) Workers who choose compensating time off will be credited with double the number of overtime hours worked.
- e) The CEU will pay workers for any unused compensating time off credits at the current rate upon request from the worker.
- f) There will be no mandatory overtime.
- g) Workers may carry over compensatory leave credits from the calendar year earned until December 31st of the following calendar year. The credits will then be paid pursuant to 7.0(e) above.
- h) Business Representatives will receive twelve (12) days per calendar for overtime scheduled up to a total of six (6) days in a calendar year. Any overtime scheduled beyond a total of six (6) days in a calendar year will be compensated as per Article 7.0 (a) through (g).

### **7.01 Callout**

Workers who are called back to work by the CEU at any time after they have finished their regular shifts will be paid double time for time worked or of four (4) hours, whichever is greater.

### **7.02 Meal Breaks**

In addition to the rights contained in Article 6.06 when workers are required to work outside the normal hours of work as described in Articles 12.0(a) or (b), they are entitled to a paid meal break of one half (1/2) hour at double their regular rates of pay (pursuant to Article 7.0(c) and (d)) as follows:

- a) after completing two (2) hours of continuous work outside the normal hours of work;
- b) after the completion of each additional two (2) hours of work;
- c) where a worker works overtime contiguous to their regular shift they will be entitled to a fifteen (15) minute break at the appropriate premium prior to commencing the overtime.

## **8.0 LEAVES OF ABSENCE**

### **8.01 Sick Leave**

- a) Workers will accumulate one and one-half (1-1/2) days credit on the first day of each calendar month after their first calendar month of employment.
- b) A deduction will be made from accumulated Sick Leave credit of all working hours absent with pay, taken in minimum quarter (1/4) day increments, due to illness, including the illness of dependents living under the same roof, except those resulting from an accident covered by Workers' Compensation payments.
- c) Permanent Workers with six (6) months continuous service are entitled to an advance of up to ten (10) days of Sick Leave with pay.
- d) In conjunction with Vacation Leaves, should a worker become ill, requiring hospitalization or emergency treatment, and if they wish to convert their vacation leave to sick leave, they must provide a medical certificate to the Business Manager indicating the dates they were ill and received medical treatment, and verification of the length of time this illness disabled them from employment. When the worker returns to work, they will submit the medical certificate to the Business Manager. Provided the medical certificate meets these conditions, the dates of disablement during the vacation period will be converted to Sick Leave, taken in minimum quarter (1/4) day increments. The period so displaced will be taken at a mutually agreed upon time.

## 8.02 Special Leave

- a) Workers are entitled to one (1) day per year of paid leave, taken in minimum half (1/2) day increments, to change their place of residence.
- b) Workers are entitled to one (1) day per year of paid leave due to a serious household or domestic emergency, taken in minimum half (1/2) day increments.

## 8.03 Maternity Leave

- a) Workers will be granted Maternity Leave without pay for up to seventy-eight (78) weeks.
- b) A worker requesting Maternity Leave will do so in writing and will provide a certificate from her doctor stating the estimated date of birth.
- c) Maternity Leave will commence eleven (11) weeks prior to the estimated date of birth or at a later date the worker requests.
- d) Maternity Leave will not end until at least six (6) weeks following the date of birth unless the worker requests a shorter period.
- e) If a worker desires a shorter period, she must notify the CEU in writing at least two (2) weeks before she wishes to return to work and must provide a certificate from her doctor stating she is able to resume work.
- f) Where a worker gives birth, or her pregnancy is terminated, in the twentieth (20th) week of pregnancy or later, and before maternity leave is requested or has commenced pursuant to Article 8.03, a leave of absence for a period of up to six (6) weeks will be granted, subject to appropriate medical certification.
- g) Where a pregnancy is terminated in the nineteenth (19th) week of pregnancy, or earlier, and before maternity leave is requested or has commenced pursuant to Article 8.03, a leave of absence without pay for a period of up to six (6) weeks will be granted, subject to appropriate medical certification. When a worker is incapable of performing her duties after the completion of this leave, an additional leave of absence without pay for a period of up to six (6) weeks will be granted, subject to the appropriate medical certification.
- h) Subject to other applicable provisions of this agreement, the CEU may require a worker to commence a Maternity Leave when she cannot reasonably perform her duties because of the pregnancy and to continue the leave until she provides a certificate from her doctor stating that she is able to perform her duties.
- i) The CEU will consider the services of a worker on the legislated paid portion of Maternity Leave continuous for the purpose of any pension, medical or other plan beneficial to her.
- j) Article 8.03(i) above applies to all insured benefits listed in Articles 8.01, 9.01, 10 and 14.
- k) Additional leave will be treated in accordance with Article 8.08(d).

l) A worker who returns from Maternity Leave will return to her previous position with all wages and benefits to which she would have been entitled had she not been on leave.

m) If the provisions of the Employment Standards Act of BC are amended and provide superior conditions to those contained in this Article 8.03, the superior provisions will apply.

#### **8.04 Care And Nurturing of Children**

a) A worker will be entitled to Leave Without Pay to a combined total of five (5) years for the care and nurturing of children.

b) To receive this leave the worker will provide the CEU with thirty (30) calendar days' notice and will indicate the period of leave.

c) Leave pursuant to this Article will only be approved for blocks of time of three (3) months or longer.

d) In addition to any leaves taken under (c) above, a worker will be eligible for two (2) ten (10) day blocks of leave during the life of the Collective Agreement. No more than one (1) worker will be off under this Article without the approval of the employer.

e) If a worker on such leave wishes to maintain their contributor status, they will pay their share of benefits plans.

f) The parties agree that this provision is not intended to allow a worker to create a part-time job.

#### **8.05 Maternity and Parental Leave Supplementary Pay**

a) The CEU will provide workers on Maternity and Parental Leave (including Adoption Leave under 8.06) with a Supplemental Employment Benefit (SUB) Plan.

b) The SUB Plan is to supplement the Employment Insurance benefits received by workers for temporary unemployment caused by Maternity and Parental Leave.

c) Workers must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the plan.

d) SUB is payable for a period during which a worker is not in receipt of Employment Insurance if the only reason for non-receipt is the worker is serving the two (2) week Unemployment Insurance waiting period.

e) (i) Where the Employee's total combined leave period (i.e. Maternity Leave and Parental Leave) is fifty-two (52) weeks or less, the benefit paid under the SUB Plan is eighty-five percent (85%) of normal gross pay as defined in Schedule "A" minus Employment Insurance maternity or parental benefits.

(ii) Where the Employee's total combined leave period (i.e. Maternity Leave and Parental Leave) exceeds fifty-two (52) weeks and is seventy-eight (78) weeks or less, the total SUB benefit amount otherwise payable under Article 8.05(e)(i) above will be paid in reduced biweekly

amounts distributed over this longer leave period. For clarity, the total SUB benefit amount payable to the Employee will not increase beyond the amount otherwise payable under Article 8.05(e)(i) simply because the total leave period exceeds fifty-two (52) weeks.

f) The SUB benefit will be paid for the time the worker is in receipt of Employment Insurance Maternity or Parental benefits.

g) Workers do not have a right to SUB payments except for supplementation of Employment Insurance benefits for the unemployment period as specified in Article 8.05(f).

#### 8.06 Adoption Leave

a) Upon request, workers will be granted Adoption Leave without pay for up to one (1) year.

b) The services of workers who are absent on Adoption Leave will be considered continuous in compliance with applicable statutes.

c) Workers may opt to continue benefit coverage by paying their portion of the premium costs.

d) Workers will advise the Business Manager as early as possible of an anticipated leave under this Article.

e) Workers who return from Adoption Leave will return to their previous positions.

#### 8.07 Compassionate Leave

a) Compassionate Leave in the case of the death of a worker's spouse or equivalent, child or ward will be granted with pay for five (5) days.

b) Compassionate Leave in the case of the death of a worker's brother, sister, parent, guardian, grandparent, parent-in-law (including common law or equivalent) or other relative if living in the worker's household will be granted with pay for three (3) days.

c) If a worker does not qualify for 8.07(a) or (b), when required, workers are entitled to one (1) day per year of paid leave to attend a funeral as a pall bearer or mourner. This leave is available only for the day on which the funeral occurs.

d) Workers who qualify for Compassionate Leave without loss of pay will be granted such leave when on annual vacation upon request.

#### 8.08 Leave of Absence Without Pay

a) Subject to operational requirements, workers will be granted short term leave of absence upon written application.

b) Subject to operational requirements, workers who have completed two (2) consecutive years of service with the CEU may apply for, and will be granted a leave of absence without pay for up to one (1)



year. Except in exceptional circumstances no further leaves of absence will be granted until the expiry of three (3) consecutive years of service following return from leave.

c) Workers will return to their previous positions when the leave is completed.

d) The CEU will consider the services of workers who are on a Leave of Absence Without Pay continuous for the first twenty (20) days aggregate leave taken under this Article for the purpose of any pension, medical or other plan beneficial to the worker, including vacation, sick leave and seniority accumulation.

e) Leaves over twenty (20) days require thirty (30) calendar days' notice. When on such leave the worker will continue to accumulate seniority but will not continue to accumulate length of service for the purpose of Article 9.0 and Article 10.0.

f) Workers will have the option to continue benefits coverage while on unpaid Leave of Absence pursuant to Article 8.08(d) above by reimbursing the CEU for their contributions.

g) Where a dispute arises as to whether an operational requirement exists, the issue will be referred to Brian Foley as a Mediator/Arbitrator. The Mediator/Arbitrator will meet within seven (7) days to resolve the dispute. Failing a satisfactory resolution, she or he will render a final and binding decision. The cost of the Mediation/Arbitration will be shared equally between the parties.

#### **8.09 Jury and Witness Duty**

A worker who is called on to perform jury duty or subpoenaed to be a witness, in a matter in which the worker is not the plaintiff or defendant in a civil case or the accused in a criminal matter, will be allowed time off with pay to the extent necessary to perform his/her duties. Arrangements for such time off will be made in advance with the Business Manager. Jury and witness fees received by workers who take time off as provided herein will be paid to the CEU excluding fees paid in excess of five (5) calendar days per week. Where the worker is excused from duty the worker must return to work if he/she could by doing so perform not less than two hours work that day.

#### **8.10 Medical/Dental Leave**

Where it is not possible to schedule medical and/or dental appointments outside of regular scheduled working hours, reasonable time with pay for medical and dental appointments for the Office Administrators will be permitted subject to operational requirements. This will include time where it is necessary to accompany a dependent or spouse who resides with the employee to such appointments. Medical/Dental Leave will be taken in minimum quarter (1/4) day increments. The maximum time permitted with pay in any calendar year is twenty-one (21) hours.

## 9.0 VACATIONS AND PUBLIC HOLIDAYS

### 9.01 Vacations

a) Beginning on January 1, 2019, workers will be credited with five (5) weeks vacation time on January 1st of each calendar year.

Workers will further be entitled to the following:

<u>Completed Years of Service</u>	<u>Total Vacation Entitlement</u>
Ten (10) years	26 working days
Eleven (11) years	27 working days
Twelve (12) years	28 working days
Thirteen (13) years	29 working days
Fifteen (15) years	30 working days
Twenty (20) years	35 working days

b) Workers will take Vacation Leave in minimum half (1/2) day increments.

c) A worker may carry over up to five (5) days' vacation leave per year, except that such vacation carry over shall not exceed fifteen (15) days at any one time.

### 9.02 Public Holidays

a) Workers are entitled to a day off with pay on the following Public Holidays:

- New Years Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- British Columbia Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

- **Boxing Day**

- **and any other day appointed by the Federal, Provincial or Vancouver Civic governments to be a Public Holiday.**

**b) When a Public Holiday falls on either a Saturday or a Sunday, and no other day is proclaimed in lieu of the holiday, the CEU will designate either the Friday preceding the holiday or the Monday following the holiday as the day to observe the holiday.**

**c) Workers required to work on a Public Holiday will receive a compensating day off with pay and will be paid double time for the hours worked. Workers may elect to take time off rather than pay.**

## **10.0 BENEFITS**

### **10.01 Medical Services Plan**

**a) Workers will be eligible for Medical Services Plan of British Columbia coverage effective the first day of the calendar month following the date of employment.**

**b) Premiums for this Plan will be paid 100% by the CEU.**

### **10.02 Extended Health Benefits**

**a) An Extended Health Plan, Dental Plan, Group Life Insurance Plan, Short Term Disability, and Long Term Disability will be provided by the Employer. The current plans may be amended by mutual consent.**

**b) Premiums for these plans will be paid at 100% by the CEU.**

### **10.03 Same Gender Benefit Coverage**

**The CEU will ensure that all benefit contracts it enters into will provide coverage for same gender relationships.**

### **10.04 Workers' Compensation Benefits**

**Workers receiving Workers' Compensation wage loss benefits will pay all moneys received from the WCB to the CEU who will continue to pay the workers their full wages.**

### **10.05 Parking**

**All workers will be provided a free parking space at the CEU office address.**

#### 10.06 Quit Smoking

The CEU agrees to pay the cost of any quit smoking program that may be mutually agreed to.

#### 10.07 Pension Plan

The CEU will pay the Employer's portion of membership in the Municipal Superannuation Pension Plan.

#### 10.08 Employee and Family Assistance Plan (EFAP)

Workers will be eligible to participate in an Employee and Family Assistance Program available to CEU members, contingent on the continued agreement of the WCB.

#### 10.09 Blue Net Card

The CEU will provide a Direct Pay Insurance to the workers starting September 1, 2006.

The CEU will provide members with FAS cards, or equivalent if coverage is with another insurance company.

### 11.0 TRANSPORTATION

a) Union Representatives will receive a transportation allowance of six hundred and twenty-five dollars (\$625) per month and have actual annual insurance premiums up to the base rate minus any safe driver discounts where applicable paid by the CEU.

b) Workers who do not receive the transportation allowance will have the option of using personal vehicles to conduct CEU business.

c) Workers who elect to use their personal vehicle will be entitled to mileage as outlined in (d) or eleven dollars and ten cents (\$11.10) per occasion, whichever is more.

d) Mileage

On ratification = \$0.55 per kilometer

May 1, 2019 and May 1, 2020 = the maximum allowable under CRA limits for taxable income.

e) Mileage for Business Representatives when using their cars outside of the lower mainland. (moved from Article 20)

Outside of the lower mainland is defined as:

West of UBC, North of Squamish and East of Abbotsford/Mission

#### 12.0 Hours and Days of Work – Office Administrators

- a) The work schedule will be Monday to Friday with seventy (70) hours of work completed over each two (2) week cycle. The normal daily hours will be seven and one half (7-1/2) consecutive hours including a minimum one half (1/2) hour unpaid lunch and two (2) fifteen (15) minute paid breaks.
- b) Workers will have the option of combining their paid breaks with their lunch.
- c) A worker will have the right to work flexible or staggered hours between 7:30 a.m. and 6:00 p.m., ensuring 8:30 a.m. to 4:30 p.m. coverage is provided.
- d) For greater clarity some of the options pursuant to Article 12.0(a) above are:
  - (i) ten (10) days of equal length over each two (2) week cycle
  - (ii) nine (9) days of equal length over each two (2) week cycle with a day off (9-day fortnight system).
- e) The administrative details regarding the above will be determined or modified with the agreement of the workers and the Business Manager.

#### 12.01 Implementation

The implementation of any variation in hours will not result in any additional overtime work or payment solely resulting from this varied schedule.

#### 12.02 Hours and Days of Work – Union Representatives

Full-time Union Representatives under this Agreement will be expected to work the equivalent of thirty-five (35) hours per week (Monday to Friday), exclusive of a minimum one half (1/2) hour unpaid lunch break per day and two (2) fifteen (15) minute paid breaks per day. Alternatively, Union Representatives may opt to work a 9 day fortnight schedule which is defined as working seventy (70) hours over nine (9) consecutive work days, with the tenth (10th) work day off (i.e. every other Friday off), exclusive of one half (1/2) hour unpaid lunch break per day and two (2) fifteen (15) minute paid breaks per day. Workers will have the option of combining their paid breaks with their lunch. A Union Representative who wishes to work the 9 fortnight schedule may request to have the 10th work day off on a non-Friday. The Business Manager will consider such requests in light of operational requirements.

The CEU's normal hours of operation are from 0830 to 1630, Monday to Friday. Daily hours for each Union Representative shall depend on individual workloads, which may vary because of the nature of the Employer's operation, that of a trade Union servicing a large, widespread membership. Union Representatives will inform the Employer of their whereabouts, recognizing the regular office starting time for days they are scheduled to work in the office.

### 13.0 VACANT POSITIONS

#### 13.01 Filling Vacancies

- a) Before filling any vacant position, notice of the vacancy will be received by each worker at least ten (10) working days prior to the closing date for the posting.
- b) Where more than one qualified worker applies for a vacant position, the senior worker will be given the position.

#### 13.02 Probationary Period

- a) New workers will be placed in a probationary capacity until the completion of up to six (6) months service.
- b) Continuous temporary service will count toward the probation period.

### 14.0 SENIORITY

- a) Seniority is defined as length of uninterrupted service in the Bargaining Unit and will be applied on a Bargaining Unit wide basis.
- b) Seniority will be applied in the following instances where preferences between workers are to be determined:
  - (i) promotions - acting or permanent
  - (ii) access to preferred hours and work schedules
  - (iii) vacation
  - (iv) overtime
  - (v) and any other working condition where preferences need to be determined.
- c) No workers will suffer loss of seniority due to absence resulting from injury, sickness or any leave of absence, provided that this provision will not apply to any workers who have voluntarily resigned or been legitimately discharged for cause.
- d) The CEU will maintain a seniority list that will be provided to BCUWU upon request.

### 15.0 JOB SECURITY AND DUTIES (SEE LOU)

- a) No permanent worker will be laid off during the life of the Collective Agreement. There will be no reassignment of workers beyond forty (40) km of the current work site.

- b) Upon written request, workers will be provided with a complete and current statement of duties and responsibilities for their position.
- c) The CEU will provide workers with the statement referred to in Article 15.0(b) within ten (10) days of the request, upon hiring, or anytime there is a change in duties.
- d) If there are substantive changes in duties the parties will negotiate new wage rates.
- e) Workers involuntarily moved from one position to another will be deemed for all purposes to retain their substantive position.
- f) In order to address issues of changing duties, work volume and training, the CEU agrees to meet with the BCUWU within thirty (30) days of receiving notice of an issue(s) to consult and consider recommendations to address the issue(s) brought forward.

## **16.0 HEALTH AND SAFETY**

### **16.01 Health and Safety Committee**

- a) There will be a Health and Safety Committee consisting of one (1) representative of the BCUWU and one (1) representative of the CEU.
- b) The Committee will meet upon the request of either Party.
- c) The Committee will adhere to the Workers' Compensation Board regulations.
- d) The Committee will attempt to resolve all occupational health and safety issues according to Workers' Compensation Board regulations.
- e) Nothing in this Article restricts the right of workers or the BCUWU to contact the Workers' Compensation Board when there is reasonable cause to do so.
- f) Workers have the right to refuse to perform work they reasonably believe to be unsafe.

## **17.0 WORKER RIGHTS AND PROTECTIONS**

### **17.01 Human Rights**

The CEU will not discriminate against workers on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, political affiliation or activities, sexual orientation or any other prohibited ground contained in the BC or Canadian Human Rights Codes.

### **17.02 Personal or Sexual Harassment**

The CEU and the BCUWU will comply with the Compensation Employees Union (CEU) Harassment Policy dated September 11, 2018.

### 17.03 Personal Duties

Workers have the right to refuse to perform personal duties.

### 17.04 Picket Lines

Workers have the right to refuse to cross picket lines.

### 17.05 Job Protection

In the event that the CEU merges, amalgamates, affiliates or combines all or any part of its operations or functions with another organization, all benefits and conditions of employment will be integrated and will not be adversely affected, or, at their option, workers will be compensated in a mutually acceptable manner.

### 17.06 Right to Decline

Workers will have the right to decline acting capacity or promotion.

### 17.07 Yearly Statement

Workers will receive a statement of their balance of vacation, sick leave, compensating time off for overtime, and any other credit on a quarterly basis, via electronic format.

### 17.08 Severance Pay

A worker will receive severance pay benefits as specified in (a), (b) and (c) below at the workers current rate of pay for each completed year of continuous employment:

- a) one (1) week on retirement
- b) one (1) week on resignation with 2 or more years of continuous employment
- c) one (1) week if the worker dies.

### 17.09 Termination of Employment and Discipline

#### a) Just Cause and Burden of Proof

- (i) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form will be imposed on any worker without just, reasonable and sufficient cause and



without his/her receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

(ii) In any arbitration relating to a disciplinary measure, the burden of proof will be confined to the grounds mentioned in the notice referred to in paragraph (a)(i) above.

**b) Notification to BCUWU**

The CEU will provide to the BCUWU written documentation, including reasons, no later than forty-eight (48) hours after such written notification has been given the worker.

**c) Suspension of a Worker During Investigation**

(i) A worker will not be held out of service unnecessarily in connection with an investigation but, when necessary, the time out of service will be with pay.

(ii) If the CEU indefinitely suspends a worker while conducting an investigation for any offence, action to reinstate pending further investigation, or to discharge, or to impose a definite period of suspension, must be taken within ten (10) days. If a final decision by the CEU is not taken within the ten (10) days, the suspended worker will be reinstated to the payroll the first working day following the ten (10) day period. The worker will remain on the payroll until the arbitrator's final decision on the grievance has been taken but the worker may be subject to further discipline for similar or other actions of misconduct.

**d) Burden of Proof and Evidence**

In the case of discharge and/or discipline, the burden of proof of just cause will rest with the CEU. Evidence will be limited to the grounds stated in the discharge or disciplinary notice to the worker.

**e) Notice of Disciplinary Interview**

(i) The CEU must advise a worker and the BCUWU twenty-four (24) hours in advance of a disciplinary interview or disciplinary counselling session and indicate the purpose of the meeting, including whether it involves the worker's personnel file. The CEU must remind the worker of his/her right to have an Authorized Representative of the Union accompany him/her.

(ii) A worker is entitled to all statements or evidence relied upon by the CEU as a result of the investigation. A worker will be given an opportunity to offer comment or rebuttal.

**f) Personnel File**

(i) There must be only one personnel file for each worker.

(ii) No disciplinary report, or document relating to a worker's conduct or performance will be placed on that file or constitute a part thereof unless a copy of said report or document is given to the worker within ten (10) days after the date of the alleged infraction or its coming to the attention of the President or Business Manager.

(iii) No report or document relating to a worker's conduct or performance may be used against him/her in the grievance procedure or at arbitration unless such a report or document is part of the worker's personnel file.

(iv) The CEU must not introduce at any hearing any report or document from the file of the worker of which the worker was not aware at the time of filing.

(v) Any information relating to a worker's attendance will not be publicly disseminated.

**g) Incompetence**

The CEU may terminate the current job of a worker in a particular position for failing to maintain a satisfactory work performance, but the CEU will not exercise this right until:

(i) The worker has been given a warning in writing setting forth the reasons that termination of his/her current job is contemplated; and a copy of this notice will be provided to the BCUWU within forty-eight (48) hours.

(ii) A reasonable effort has been made by the CEU to enable the worker to improve his/her work performance. The supervisor and the worker will work together, for a period of not less than three (3) months in an endeavour to raise the workers performance to an acceptable level of competency.

The worker will be apprised of his/her progress during the aforementioned period at intervals of not less than one (1) month.

**h) Release For Incapacity**

(i) No worker will be terminated for reasons only relating to sick leave, LTD or WCB claims.

(ii) Where the CEU intends to release a worker for incapacity, it will notify the worker pursuant to Article 17.09(i) below and a copy of this notice will be provided to the BCUWU within forty-eight (48) hours.

(iii) If a grievance is submitted prior to the end of the notice mentioned above, the worker will not be released until the grievance has been settled or disposed of by the BCUWU.

(iv) The arbitrator seized of a grievance in relation to the release for incapacity may render on any issue any decision that they consider just and equitable according to the circumstance.

**i) Termination Notice**

Termination by the CEU under Article 17.09(h) will be by notice, or pay in lieu of notice, as follows:

(i) where the worker has three (3) months', or less, service with the CEU, a notice period of not less than five (5) days;

(ii) where the worker has more than three (3) months' service with the CEU, a notice period of ninety (90) days.

**17.10 Indemnity**

The CEU confirms its policy that where an action is brought against an employee as a result of the employee carrying out a function of his/her employment, the CEU will conduct the action and may settle

or defend the claim and will indemnify the employee for and save the employee harmless from the costs and any damages awarded; but the CEU is not required to give such protection when the conduct giving rise to the action was wanton or reckless. Any dispute as to whether the conduct was wanton or reckless is arbitrable.

#### **17.11 Estate Payments**

If a worker dies, payout for any outstanding wages or earned leave credits (including vacation, CTO, ETO, and Article 17.08 severance) will be made to the worker's surviving spouse, or if none, to the worker's estate.

### **18.0 GRIEVANCE AND ARBITRATION PROCEDURE**

#### **18.01 Definitions**

In this procedure:

- a) Grievance means a difference between the parties respecting the interpretation, application, operation or alleged violation of a provision of the Agreement. A grievance is also a dispute involving the discipline of an employee bound by this Agreement.
- b) Authorized Representative of the Union - is a person designated by the BCUWU.
- c) Shop Steward - is a worker appointed or elected to act as an Authorized Representative of the Union. When a Shop Steward is unable to perform his/her function, the BCUWU will designate another worker to act on their behalf.
- d) CEU - is any person authorized by the CEU to exercise the authority of the CEU.
- e) Days - means calendar days excluding Saturdays, Sundays and Holidays.

#### **18.02 Right to Present a Grievance**

a) An Authorized Representative of the Union may submit a grievance if they believe that a worker, a group of workers, the workers as a whole or the BCUWU have been aggrieved or treated in an unjust or unfair manner.

#### **b) Right to Present a Policy Grievance**

An Authorized Representative of the Union may present a policy grievance in order to obtain a declaratory decision. A policy grievance may be presented in the following cases:

- (i) where there is a disagreement between the CEU and the BCUWU concerning the interpretation or the application of the Collective Agreement;
- (ii) where the BCUWU is of the opinion that a policy, directive, regulation, instruction or communication of the CEU has or will have the effect of contravening any provision of the

Collective Agreement or of causing prejudice to workers or the BCUWU or of being unjust or unfair to them.

#### 18.03 Rights and Responsibilities of Shop Steward

A Shop Steward will not be prevented or impeded in any way in the performance of their BCUWU duties while investigating a complaint or representing workers in accordance with the provisions of this Article.

#### 18.04 Irregularities

The Authorized Representative of the Union will present grievances in the manner prescribed in this Article but a grievance will not be invalid due to the fact it had not been dealt with at Step 1 or defeated by reason of technical irregularity or the fact that it is not written on or in accordance with grievance forms approved by the parties and provided by the CEU.

#### 18.05 Presentation of Grievance

A worker who wishes to submit a grievance will transmit their grievance through the Authorized Representative of the Union who will submit it to the CEU Business Manager.

#### 18.06 Processing of Grievances - Levels

By mutual agreement, the time limits expressed in this Article may be extended.

##### Step 1

a) All grievances shall be discussed with the Business Manager or designate (who shall be outside the bargaining unit) in the presence of a shop steward within twenty-five (25) calendar days of the occurrence of the difference, or within twenty-five (25) calendar days of when the employee first became aware of the difference.

b) If no resolution is achieved at Step 1, the grievance will be advanced to the Step 2 by submitting the matter in writing, on the prescribed grievance form, stating the violation of the collective agreement and the proposed resolution. The written grievance will be submitted to the Business Manager or designate within fourteen (14) calendar days of the discussion in (a) above.

c) In the case of a termination, the union will present the grievance within fourteen (14) calendar days and it will automatically proceed to Step 2.

##### Step 2

a) The union will present the grievance to the Business Manager and President or delegate within fourteen (14) calendar days after its submission pursuant to Step 1(b).

b) The Business Manager or designate will reply in writing to the shop steward within seven (7) calendar days of the meeting, and if the grievance is denied, the reasons for the denial will be stated.

c) The parties agree that if at all possible, the grievance will be resolved at this stage.

d) If the grievance is not resolved at Step 2, either party may refer the matter to a single arbitrator within thirty (30) calendar days.

#### **18.07 Abandonment or Failure to Reply**

If the BCUWU fails to submit a grievance within the time limits stipulated in this Article, the grievance will be deemed abandoned. Similarly, if the CEU fails to reply to a grievance in writing within the time limits stipulated in this Article, the grievance may be referred to arbitration.

The time limits stipulated in this procedure may be extended by mutual agreement in writing between the CEU and the BCUWU.

Furthermore, the BCUWU may withdraw a grievance, without prejudice, at any time.

#### **18.08 Notification of Decision**

The CEU will forward to the appropriate Authorized Representative of the Union a copy of the CEU's decision at the same time the CEU's decision is conveyed to the worker(s) on whose behalf the grievance was filed.

#### **18.09 No Threats or Intimidation**

No person who is employed in a managerial capacity will seek by intimidation, by the threat of discharge or by any other threat or inducement, or by any other means, to cause a worker to refrain from processing a grievance in accordance with provisions of this Article. When a grievance has been initiated at Step 1 of this procedure, no representative of management will enter into discussion with respect to the grievance, either directly or indirectly with the grieving worker(s), without the consent of the BCUWU.

#### **18.10 Distribution of Grievance Copies**

When a grievance is submitted the CEU Business Manager will immediately sign and date all copies of the grievance and will be distributed forthwith by the CEU as follows:

Copy 1: to Management

Copy 2: to Secretary BCUWU

Copy 3: to Shop Steward

Copy 4: to the Worker

#### 18.11 Arbitration

##### a) Right to Arbitration

When a grievance has been submitted and has not been dealt with to the satisfaction of the BCUWU, the BCUWU may refer such grievance to arbitration if it is a complaint concerning:

- (i) the interpretation, application or alleged violation of the Collective Agreement, including discipline, discharge or separation of employment for any reason whatsoever;
- (ii) any alteration of an existing working condition concerning the payment to a worker of a premium, an allowance or other financial benefit, or any discriminatory application of such premium, allowance or financial benefit.

##### b) Referral to Arbitration

- (i) When a grievance has not been resolved to the satisfaction of the BCUWU, it may refer such grievance to arbitration within thirty (30) days of receipt of the reply, failing which, the grievance will be considered to be abandoned.
- (ii) When the BCUWU decides to refer a grievance to arbitration it will notify the CEU in writing of each referral to arbitration. Such referral notice will contain the name of the proposed arbitrator (in rotation from the list under 18.14(c)), the BCUWU's representatives' names and addresses and the city where the hearing will be held.

#### 18.12 Authority of Arbitrator

In all cases of discipline or discharge, the arbitrator will have the authority to rescind or to reduce such discipline or discharge as it seems just and reasonable in the circumstances.

#### 18.13 Arbitrator Fees

Costs of arbitration will be shared 50% by the CEU and 50% by the BCUWU.

#### 18.14 List of Arbitrators

- a) The arbitrators appearing on the list hereinafter will act in rotation and in the order in which their name appears on the list. In the event that the arbitrator selected in accordance with these procedures is unable to act, the case will be referred to the next named arbitrator on the list.
- b) Where the list has been exhausted and none of the arbitrators designated therein is able to hear the grievance, the parties will appoint another arbitrator as a substitute. If the parties are unable to agree

on the selection of an arbitrator within seven (7) days, either party may apply to the Director of the Collective Agreement Arbitration Bureau as indicated by Labour Code who will appoint an arbitrator.

c) The following is a list of agreed upon sole arbitrators:

John Hall

Chris Sullivan

Colin Taylor

#### **18.15 Grievor's Right To Attend**

Where grievor(s) attend at any level of the grievance procedure including arbitration they will suffer no loss of regular salary for attendance. Reasonable preparation time to maximum of one (1) day with no loss of regular salary will be granted. They will be granted reasonable travel time and expenses with no loss of regular salary to attend at any level of the grievance procedure including arbitration, where the hearing is not held in the locale where the grievor works.

#### **19.0 TECHNOLOGICAL CHANGE**

##### **19.01 Definitions**

For this Agreement, the term "technological change" will mean:

- a) The introduction by the CEU of a change in the work, undertaking or business or a change in the equipment or material from that previously used; or
- b) A change in the manner in which the CEU carries on the work, undertaking or business related to the introduction of that equipment or material, which affects one or more workers.
- c) The CEU agrees to consult meaningfully with the BCUWU on technological change to seek to eliminate adverse effects.

#### **20.0 TERMS AND CONDITIONS OF EMPLOYMENT**

The following terms and conditions will continue to be in full force and effect.

Free pop, juice, coffee etc.

#### **21.0 SCHEDULES**

All Appendices or Schedules of this Agreement form an integral part of this Collective Agreement.

# **SCHEDULE "A" WAGES**

## **Office Administrators as of May 1, 2017**

Step	1	2	3	4	5	6	Special Increment
Biweekly	2073.52	2150.41	2228.49	2309.40	2393.25	2480.13	2570.19
Monthly	4496.01	4659.23	4828.39	5003.71	5185.38	5373.62	5568.75
Annually	53952.22	55910.73	57940.68	60044.55	62224.53	64483.40	66825.01

## **Office Administrators as of May 1, 2019**

Step	1	2	3	4	5	6	Special Increment
Biweekly	2114.99	2193.42	2273.06	2355.59	2441.12	2529.73	2621.59
Monthly	4585.93	4752.41	4924.96	5103.78	5289.09	5481.09	5680.13
Annually	55031.26	57028.94	59099.49	61245.44	63469.02	65773.07	68161.51

## **Office Administrators as of May 1, 2020**

Step	1	2	3	4	5	6	Special Increment
Biweekly	2157.29	2237.29	2318.52	2402.70	2489.94	2580.32	2674.02
Monthly	4677.65	4847.46	5023.46	5205.86	5394.87	5590.71	5793.73
Annually	56131.89	58169.52	60281.48	62470.35	64738.40	67088.53	69524.74



**Business Representatives as of May 1, 2017**

Step	1	2	3	4	5	6	Special Increment
Biweekly	3048.31	3127.46	3251.14	3513.45	3652.53	3797.18	3987.06
Monthly	6376.69	6776.17	7044.14	7612.49	7913.83	8227.22	8638.64
Annually	79256.24	81314.04	84529.69	91349.88	94965.99	98726.64	103663.60

**Business Representatives as of May 1, 2019**

Step	1	2	3	4	5	6	Special Increment
Biweekly	3109.27	3190.01	3316.16	3583.72	3725.58	3873.12	4066.80
Monthly	6504.22	6911.69	7185.02	7764.74	8072.11	8391.76	8811.41
Annually	80841.36	82940.32	86220.28	93176.88	96865.31	100701.17	105736.88

**Business Representatives as of May 1, 2020**

Step	1	2	3	4	5	6	Special Increment
Biweekly	3171.46	3253.81	3382.48	3655.39	3800.09	3950.58	4148.14
Monthly	6634.30	7049.92	7328.72	7920.03	8233.55	8559.60	8987.64
Annually	82458.19	84599.13	87944.69	95040.42	98802.62	102715.19	107851.61

May 1, 2017 = 4%

May 1, 2018 = 0%

May 1, 2019 = 2%

May 1, 2020 = 2%

When a position is filled on a permanent basis, it will not be filled at a rate below step 6. The increments below Step 6 are there to allow the employer the ability to fill positions on a temporary basis.

If the CEU hires someone at Special Increment and there is a current permanent employee(s) at Step 6 in that classification, the employee(s) must be moved to Special Increment.

#### **APPENDIX A Bargaining Unit Jurisdiction**

The CEU and the BCUWU agree to the following with regard to certain bargaining unit work performed by individuals not agreed to by the parties to be workers or management/exempt.

1. The current work performed by the bookkeeper, by the janitor and by the students will not be covered by the Collective Agreement.
2. A significant change or expansion of the work or personnel outlined in 1. above may only occur with the agreement of the BCUWU.
3. The current personnel engaged in the work outlined in 1. above will not be required to hold BCUWU membership nor will any dues be payable.

#### **APPENDIX B Seniority For Assignments**

- 1. The CEU recognizes the principle of seniority as it applies to assignments.**
- 2. The BCUWU recognizes the need for flexibility given the CEU is a small employer.**
- 3. Where the Parties disagree around duties assigned to a given position, they will consult and attempt to arrive at consensus.**

## APPENDIX C

Compensation Employees' Union (CEU) Harassment Policy, dated September 11, 2018.

### Harassment Policy

#### Purpose

The purpose of this policy is to assist all CEU members and employees to identify and prevent discriminatory and personal harassment regarding all CEU business, activities, and events, and to provide procedures for handling and resolving complaints. This policy seeks to promote the well-being of all members and employees by valuing the integrity and trust of all.

#### Definitions –

**Complainant** – An employee or member who has brought forward or filed a complaint under the terms of this policy alleging an act of discrimination or personal harassment has occurred.

**Respondent** – An employee or member who is alleged to have discriminated against or personally harassed a complainant.

**Investigator** – An individual named to investigate, through fact finding, formal complaints of discriminatory or personal harassment.

**Discriminatory harassment** is contrary to the law and may occur at or away from CEU places of business, activities, or events and:

1. Is based on or related to a prohibited ground of discrimination set out in the Human Rights Code of British Columbia, namely: race, colour, ancestry, place or origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or conviction for a criminal or summary conviction offence that is unrelated to employment; and
2. Is unwelcome or is of such a nature that it would be reasonable to assume that it is unwelcome; and
3. Detrimentally affects the work environment or leads to adverse job-related consequences for the complainant.

Examples of discriminatory harassment may include, but are not limited to:

- Displays of offensive, derogatory, or sexually explicit pictures, photographs, cartoons, drawings, symbols, and other material
- Unwanted and unnecessary touching, patting, pinching, or other suggestive physical contact
- Offensive remarks about sexual orientation
- Racist language, slurs, derogatory comments, or stereotypes
- Telling racist or ethnic jokes that are by their nature embarrassing or offensive
- Threats or abuse based on colour, language, or ethnic background
- Displaying or distributing racist cartoons, posters, graffiti, books, or pamphlets

**Sexual harassment** most commonly occurs in the form of behaviour by males toward females; however, sexual harassment can also occur between males, between females, or as behaviour by females toward males. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature when:

1. Submitting to or rejecting this conduct is used as the basis for making decisions which affect the individual; and
2. Such conduct has the purpose or effect of interfering with an individual's performance; and
3. Such conduct creates an intimidating, hostile, or offensive environment.

**Personal harassment** can take many forms – behaviours, words, or actions. It can consist of a single incident or several incidents over a period of time. Personal harassment prohibited by this policy is conduct that meets the following two criteria:

1. May or may not be intended to cause harm to the recipient(s); and
2. Would be reasonably known or expected to be offensive or humiliating.

Personal harassment does not include every conflict or interaction that an employee or CEU member may find unpleasant. The harassment process should not be used to vent feelings of minor discontent or generalized dissatisfaction within the context of CEU business, activities, or events.

Personal harassment may include bullying, ostracism, or hazing. Examples of specific behaviours that may constitute personal harassment include, but are not limited to:

- Epithets, derogatory comments, slurs, jokes, gossip, innuendo, abusive comments or yelling
- Condescending, paternalistic, or patronizing behaviour, which undermines self-esteem, diminishes performance, or adversely affects the environment
- Unwanted touching, patting, blocking movement, or gestures
- Written or verbal threats or demands
- Practical jokes, which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance

**Retaliation** – Any action with a negative impact against an individual for having filed a complaint under this policy, for participating in any procedure under this policy, or for having been associated with a person who files a complaint or participated in any procedure under this policy. Acts of retaliation will not be tolerated and will be treated as harassment. Examples of specific behaviours retaliation that may constitute retaliation include, but are not limited to:

- Negative changes in terms of conditions of employment
- Denial of opportunities, including training or committee work
- Personal harassment, including ostracism or exclusion from normal social and professional interactions
- Threat of removal from committees or steward activities

## **Policy**

### **Commitment Statement**

1. Every CEU member and employee has the right to work in an environment free of harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer. Harassment not only poisons our union for the individual(s) being harassed but for all of those who witness the harassment. The CEU will not tolerate it.
2. This policy and procedure outlines the commitment of the CEU and its Executive to ensure a harassment free workplace as required under the applicable legislation. The policy and procedure will act as a guide to union members and employees. The CEU also acknowledges their responsibility to support and assist persons subjected to harassment by outside stakeholders.
3. In keeping with the spirit of this commitment, the CEU does not tolerate any form of harassment on the basis of race, religion, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, disability, age, marital status, family status, or record of offence, by other members or employees.
4. A copy of this policy has been reviewed at the Union's Annual General Meeting. It is also posted on the CEU website and written copies are available for members and employees on request.
5. Any member of the CEU who is found to be in breach of this policy may be disciplined in accordance with this Policy. Similarly, any staff member who is found to be in breach of this policy may be disciplined in accordance with the Collective Agreement in place between the CEU and BCWU.

### **Policy Statement and Scope**

6. This policy applies to all employees, directors, and members of the CEU, as well as those with whom the CEU does business. It applies to all situations where harassment occurs during the course of any CEU business, activities, and events. All incidents of harassment, regardless of who the offender is will be investigated.
7. The CEU will not tolerate discriminatory or personal harassment in any interactions connected to business, activities, and events within or external to the CEU. This policy is not intended to constrain normal social interactions, inhibit free speech, or interfere with the Union's rights and responsibilities when carrying out its duties pursuant to the Constitution and Bylaws.

### **Procedures**

8. These procedures will apply regardless of who the complainant or the respondent is. In instances where an Executive of the CEU or the Business Manager, or his/her designate, is party to a complaint, these individuals will recuse themselves from involvement in the procedures.

## **Process**

9. a) **Complaint is filed:** an employee or CEU member may file a verbal or written complaint. In the case of a verbal complaint, the Business Manager or delegate, along with the complainant will fill out the complaint form. All written complaints must indicate the name of the complainant and the respondent, along with information on the particulars of the complaint.
  - b. The Business Manager, or his/her designate, will receive all verbal or written complaints filed under this policy, and the complainant will be contacted within three (3) business days to confirm the receipt of said complaint.
  - c. The Business Manager, or his/her designate, will make all decisions concerning the scope and timeliness of a complaint.
  - d. The Business Manager, or his/her designate, will provide the respondent(s) with the name of the complainant, information on the particulars of the written complaint, and the respondent(s) will have an opportunity to respond.
  - e. The Business Manager or his/her designate will assign an investigator(s) as required under this policy.
  - f. **Investigator(s) assigned:** an investigator will be appropriately trained. The investigator will act as a fact-finder. They will also have the authority to initiate a dispute resolution process.
  - g. An external investigator(s) may be appointed to investigate the complaint, prepare a report setting out the allegations, responses, and findings of fact. At the discretion of the Business Manager, or his/her designate, the external investigator can determine if a breach of this policy has occurred and impose a penalty.
  - h. **Investigation is conducted:** an investigation will be undertaken as quickly as possible. In all cases, the complainant will be contacted by the investigator within two (2) weeks of a complaint being accepted for investigation.
  - i. **Interviews:** the complainant and the respondent, as well as other potential witnesses able to provide relevant information, will be interviewed individually. At all stages, each party has the right to be accompanied by a lay-person of their choice.
  - j. **Investigator(s) report:** when a dispute resolution process is initiated and successfully concluded, the contents of the report will reflect the remedy.
  - k. **Investigator(s) report:** when a dispute resolution process is not initiated and/or successfully concluded, the investigator will file a report setting out the allegations, the responses, the findings of fact, and recommendations made by the investigator(s).
  - l. **Investigator(s) report** will be sent to the Business Manager, or his/her designate, for final dispensation.

- m. Final outcome: the Business Manager, or his/her designate, will review the findings of the investigator. Determining culpability and discipline will be the sole responsibility of the Business Manager, or his/her designate. The Business Manager, or his/her designate, will inform the complainant and the respondent, in writing, of the final outcome of the investigation.

### **Appeal Process**

- 10. A CEU employee can grieve any decision under this policy but does not have the right to appeal. The employee may grieve any action taken by the CEU using the grievance procedure pursuant to the Collective Agreement in force between the CEU and BCUWU.
- 11. Should the Business Manager be named as a respondent, he/she has the right to appeal any decision made under this policy provided they submit a written appeal notice to the CEU President, or his/her designate, within fifteen (15) days from the date the written decision was sent to them. An external investigator will be assigned by the CEU President, or his/her designate. The investigator will determine the outcome of the appeal and prepare a written decision. A copy of the decision will be forwarded to the CEU President, or his/her designate, the complainant and the respondent.
- 12. Members have the right to appeal any decision made under this policy provided they submit a written appeal notice to the Business Manager, or his/her designate, within fifteen (15) days from the date the written decision was sent to them.
- 13. Upon receipt of the written appeal notice the Business Manager, or his/her designate, will appoint an external investigator to dispose of the appeal. The investigator will be appointed within fifteen (15) days of receipt of the appeal. The investigator will determine the outcome of the appeal and prepare a written decision. A copy of the decision will be forwarded to the Business Manager or his/her designate, the complainant and the respondent.
- 14. No further appeal may be made under this policy.

### **Contravention of policy**

- 15. If there is a finding of harassment the Business Manager, or his/her designate, may impose a penalty. The consequences for breaching this policy may include, but are not limited to: an apology; counselling; education and/or training; a verbal or written reprimand; suspension; with or without pay, termination of employment; placing conditions on a member's ability to hold office; removal from office; fine, or some other form of discipline.
- 16. In the event there is a finding of harassment where the Business Manager is named as the respondent, the CEU President may impose a penalty.

### **Time limit for filing a complaint**

- 17. The Business Manager, or his/her designate, will not pursue a complaint when it is initiated more than six months after the date of the incident(s) on which the complaint is based. The



limitation period may be extended if the delay was incurred in good faith or if the delay does not result in prejudice against any of the individuals involved. A decision concerning the timeliness of a complaint is subject to the appeal process.

#### **Frivolous or vexations complaints**

18. Complaints investigated under this policy may not constitute a breach of this Policy. In such cases, that does not automatically mean the complaint was frivolous or vexatious in nature.
19. Frivolous or vexations complaints are those where the complainant or others know there is no foundation in fact suggesting a breach of this policy and where the complaint is filed for the purpose of bringing an adverse consequence to the respondent or others. Such complaints are a breach of this policy and any employee or member engaged in the presentation or filing of such a complaint may be subject to discipline.

#### **Confidentiality**

20. The CEU recognizes it can be extremely difficult to come forward with a complaint of harassment, and that it can be devastating to have allegations of harassment made against an individual. The CEU recognizes the interests of both the complainant and the respondent in keeping the matter confidential.
21. The CEU shall not disclose to outside interests/parties the name of the complainant, the circumstances giving rise to the complaint, or the name of the respondent unless a disciplinary or other remedial process requires such disclosure.
22. Records of the investigation, including interview, evidence and recommendations will be securely maintained within the offices of the Business Manager, or his/her designate.

#### **Review of policy**

23. The policy will be reviewed as needed and will comply with the appropriate legislation and/or OHS policies.

## **APPENDIX D**

### **LETTER OF UNDERSTANDING**

It is recognized that both Office Administrators are involved in a significant amount of administrative and setup work for the out of town Shop Steward School. It is also recognized that there is a certain amount of administrative and other work that could be performed during these schools. It is further recognized that the Office Administrators have shown an interest in attending these events. To facilitate voluntary attendance and participation the parties agree:

If the Office Administrators attend an out of town Shop Steward School their travel, accommodations and meals will be provided. In addition they will be provided a day off for each day of attendance on the Saturday and Sunday of the seminar. They will be required to assist where necessary in various duties that may occur during the seminar.


It is understood by the parties that attendance at the school requires pre-approval of the Business Manager. It is further understood that attendance is voluntary.


Signed on behalf of the Employer:

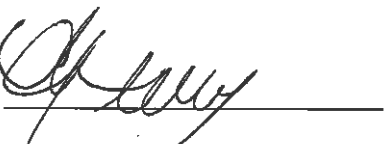
  
BUSINESS MANAGER


Signed on behalf of the Union:

  
PRESIDENT

  
PRESIDENT

  
Krim Zander - Unit Bargaining Representative

  
VICE - President

  
BCUWU Executive Rep.  
2nd - VP.

