

# **Sixth Collective Agreement**

*Between:*

**The Professional Employees Association**



BC's Union for Professionals

*And:*

**BCUWU | the Union Canada**



January 1, 2020 to December 31, 2022



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## **ARTICLE 1 - ASSOCIATION RECOGNITION AND SECURITY**

### **Part "A" Bargaining Agent**

#### **1.01 EXCLUSIVE BARGAINING AGENT**

The Professional Employees Association ("The Employer") recognizes BCUWU ("The Union") as the exclusive bargaining agent for all employees for whom the union has been certified as bargaining agent, in accordance with the order of the British Columbia Labour Relations Board dated September 14, 2001, or as subsequently amended by the Board or by mutual consent of the parties.

#### **1.02 RECOGNITION OF REPRESENTATIVES**

The union shall notify the employer of the names and jurisdiction of all union representatives and members of joint committees, and any changes thereto. Union staff and counsel shall have access to the employer's premises in order to deal with any matters arising out of this Agreement.

### **Part "B" – Union Security**

#### **1.03 MEMBERSHIP IN THE UNION**

- a) All employees in the bargaining unit who on September 14, 2001 were members of the union or thereafter become members of the union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code 1999*).
- b) All employees hired on or after September 14, 2001 shall, as a condition of continued employment, become members of the union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code 1999*).

### **Part "C" – Check Off of Union Dues**

#### **1.04 PAYMENT OF DUES**

Subject to the provisions of Section 17 of the *Labour Relations Code 1999* it is a condition of employment for all members of the bargaining unit to complete an authorization form providing for the deduction from salary of such fees, dues, and assessments as the union may require. Upon receipt of written authorization signed by the employee, the employer shall deduct monthly the amount of such fees, dues, and assessments from the salary payable to employees and remit such fees, dues, and assessments to the union within ten (10) days of the end of each month.

## **1.05 T4 STATEMENTS**

The employer shall indicate on the employee's Statement of Remuneration Paid (T4) the eligible deductions paid to the union, subject to the provisions of the *Income Tax Act* and applicable regulations as periodically revised.

### **Part "D" – Leave for Union Business**

## **1.06 OCCASIONAL ATTENDANCE TO UNION BUSINESS**

It is expected that all union business, including but not limited to, general membership and executive meetings, BCUWU or BC Federation of Labour Conventions and other committee meetings, will be scheduled to avoid conflict with the participant's normal work schedules.

Provided, however, that there is no interference with the employer's operation or with the performance of the employee's duties, the employer agrees that a union representative may attend to union business without a loss of salary during employer working hours up to fifteen (15) hours per calendar year.

Any other attendance to union business during employer operating hours may be approved where a request for a leave of absence without salary has been submitted in accordance with Article 1.11.

## **1.07 JOINT LABOUR RELATIONS COMMITTEE**

- a) The parties agree to establish a Joint Labour Relations Committee consisting of two (2) members representing the employer and two (2) members representing the union. All time associated with attending these meetings will be without loss of salary or benefits to the committee members.
- b) Joint Labour Relations Committee members will be allowed reasonable flexibility in their workplace schedule to conduct the business of the committee.
- c) Meetings of the committee will be scheduled once per calendar year or at the request of either party.
- d) Minutes of the meeting shall provide an overview of each agenda item and the resulting action or decision.

## **1.08 UNION BARGAINING COMMITTEE**

To a maximum of two (2) persons, the employer agrees to provide sufficient flexibility in work schedules and work priorities to permit members representing the union on the union's bargaining committee to participate in collective bargaining without loss of salary or benefits. Time spent in the collective bargaining process during regular business hours shall be considered as time worked.



### **1.09 NOTICE TO SUPERVISOR**

Employees wishing to leave their normal place of work to engage in joint employer/union business shall inform their supervisor, as soon as possible. The absence shall be approved if, in the supervisor's reasonable judgment, such absence would not interfere with the satisfactory and timely performance of the employee's normal employer duties.

### **1.10 PROCESSING OF GRIEVANCES**

The employer acknowledges the right of union representatives to assist in investigation, processing and settlement of grievances and potential grievances without loss of salary, subject to satisfactory performance of employer duties. Time spent by employees discussing grievances or appearing before an arbitration hearing arising from this agreement shall be without loss of salary.

### **1.11 UNPAID LEAVE**

Leave of absence without salary may be granted to designated representatives of the union to transact union business which cannot be accommodated within the provisions of Articles 1.06 to 1.09, inclusive. The union will provide reasonable notice of any request pursuant to this section. Such requests will normally be granted unless, in the reasonable opinion of the employee's supervisor the absence would interfere with the satisfactory and timely performance of the employee's duties. When unsalaried leave is granted under this Article the employer shall maintain the employee's normal salary and related benefits and the union shall reimburse the employer for such salary and benefit costs in a timely fashion.

### **1.12 SENIORITY**

Service Seniority shall mean the total length of continuous service with the PEA. Such service will include temporary service that can be bridged by gaps in employment of twelve months or less. Seniority shall be used in determination of layoff, recall and vacation preferences. Employees who voluntarily terminate cannot bridge their seniority if re-employed within the twelve months.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 MANAGEMENT RIGHTS**

The right to manage operations and to direct employees is retained by the employer except as this Agreement otherwise specifies.

## **ARTICLE 3 - DISCRIMINATION AND HARASSMENT**

### **3.01 HUMAN RIGHTS**

- a) The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee because of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, or sexual orientation of the employee, or because the employee has been convicted of a criminal or summary conviction offence that is unrelated to the employee's employment, or by reason of any other prohibited grounds stipulated in the *British Columbia Human Rights Act*. This Article shall not apply to any personnel benefits that have been mutually accepted by the parties or which make actuarial distinctions on the basis of age, or to appointments or any accommodation made under a mutually agreed employment equity program.
- b) The employer agrees that there shall be no discrimination against any employee for lawful activities on behalf of the union.

### **3.02 HARASSMENT**

The employer and the union share a mutual desire to prevent harassment in the workplace. The employer will assist employees who feel harassed by any PEA member(s) by providing mediation or a dispute resolution system to resolve the problem between the employee and the PEA member. Harassment does not include actions occasioned through the exercise, in good faith, of the employer's managerial/supervisory rights and responsibilities.

## **ARTICLE 4 - APPOINTMENT AND PROMOTION**

### **Part "A" – Types of Appointments**

#### **4.01 APPOINTMENT CATEGORIES**

Appointments held by members of the bargaining unit shall be specified as being either a regular appointment or a term appointment, and may be either full-time or part-time. A regular appointment normally carries the expectation of continuation of employment until normal retirement age, subject to the provisions of Article 6 and Clause 16.07, and provided the employee's competence and performance continue to meet appropriate evaluation criteria. Term appointments carry no expectation of employment subsequent to the expiry of the stated term. A term appointment shall normally not be longer than three years in duration. However, the parties may mutually agree to an extension of a term appointment beyond three years in duration on a case by case basis. Agreement to extend an appointment beyond three years shall not be reasonably withheld by either party.

#### **4.02 PROBATION**

- a) Appointments will normally be subject to a probationary period of six months. A period of probation may be extended at the discretion of the Executive Director following consultation with the union.
- b) Where a probationary employee is granted leave exceeding one (1) month, the probationary period may be extended by an equal period. Completion of a probationary appointment will normally result in either a regular or term appointment, unless the employee is terminated as provided for in Article 6 or Article 7.

### **Part "B" – Appointment and Promotion Procedures**

#### **4.03 VACANCIES**

Any vacant position shall be made available to all current employees prior to external individuals being recruited to fill the vacancy.

### **ARTICLE 5 - PERFORMANCE REVIEW**

#### **5.01 DUTIES AND PERFORMANCE STANDARDS**

The union acknowledges the employer has the authority and responsibility to define the duties of a position and to set performance standards and is the final judge of the employee's performance. Such judgment shall be exercised in a manner that is fair, reasonable and equitable.

#### **5.02 ONGOING GUIDANCE AND PERFORMANCE REVIEW**

To promote the achievement and maintenance of satisfactory work performance by employees, supervisors are responsible for providing regular, on-going review of their performance throughout the year.

#### **5.03 PERSONNEL RECORD**

- a) Documents relevant to the employment of employees at the employer shall be included in the employee's personnel record.
- b) Each employee or, with the employee's prior written consent, a union representative shall, upon request, have reasonable access to an employee's personnel record during normal employer business hours. An employee shall, on written request, be provided with copies of documents contained in the employee's personnel record.

#### **5.04 NO RELIANCE ON UNDISCLOSED RECORD**

In any grievance or arbitration related to an employee's discipline the parties agree that they will not rely on any record whose existence has not been disclosed to the other party.

#### **5.05 ADDITIONS TO PERSONNEL RECORD**

Employees shall be copied on any documents relating to their performance which are placed in their personnel record. Employees may provide written comment to be included with the document on their personnel record.

### **ARTICLE 6 - DISCIPLINE AND DISMISSAL**

#### **6.01 JUST AND REASONABLE CAUSE**

The employer may discipline or dismiss an employee for just and reasonable cause. The employer bears the burden of proving just and reasonable cause in every case.

#### **6.02 NOTICE OF DISCIPLINARY MEETING / RIGHT OF REPRESENTATION**

Where the employer intends to investigate an employee for a purpose that may result in discipline, it shall notify the employee of that intent, provide advance notice of at least one (1) working day, and advise the employee of the right to have a union representative present. The employee and the union bear the responsibility of ensuring that a representative is available to attend the scheduled meeting. No undue delay shall result from unavailability of such representation.

A union representative will be present at all disciplinary meetings except in the case of serious employment misconduct where immediate action is warranted.

In the event of serious misconduct the notice requirements of this Article shall not apply if immediate action is required to respond to the misconduct, however, the employer will make a reasonable effort to have a union representative present at any initial meeting.

#### **6.03 REMOVAL OF DOCUMENT**

An employee may request in writing that documentation of discipline imposed against the employee shall be destroyed. On receipt of such a request, the employer shall remove such documentation provided that:

- a) twelve months have passed since the discipline was imposed, and
- b) the employee has not committed a further disciplinary offence during that time, and
- c) the offence did not result in suspension of 5 days or more.

For offenses resulting in suspension of 5 days or more, the request would be considered on its merits and, if denied, may be resubmitted annually.

## **ARTICLE 7 - TERMINATION OF PROBATIONARY EMPLOYEES**

### **7.01           TERMINATION OF A PROBATIONARY EMPLOYEE**

The employer may terminate a probationary employee on the basis of unsuitability for continued employment in the position, provided that the factors involved can reasonably be expected to affect work performance. Termination of a probationary employee in accordance with this Article shall not be regarded as discipline or dismissal for the purposes of Article 6.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

### **8.01           INFORMAL RESOLUTION**

The parties agree that disputes can frequently be resolved by informal discussion between the parties or between employees and their immediate supervisors. Before a grievance is initiated, an employee shall seek an informal resolution of the dispute with the immediate supervisor, and if the employee desires, with a union representative in attendance. An informal resolution of a dispute shall not be used as a precedent by either party.

### **Part "A" – Grievance Procedure**

### **8.02           DEFINITION**

The employer and the union recognize that grievances may arise from:

- a)       differences between the parties about the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether or not a matter is arbitrable; or
- b)       the dismissal or discipline of an employee.

For the purposes of this Agreement, such disputes constitute grievances.

### **8.03            FORMAL GRIEVANCE**

If an informal resolution of a grievance is not possible, the union may submit the grievance in writing to the representative designated by the employer to receive grievances. The grievance shall specify the Article(s) of the Agreement on which the grievance relies, and the remedy sought. A copy of the grievance must be filed within fifteen (15) working days after the date:

- a)      on which the employee was notified orally or in writing of the action(s) or circumstance(s) giving rise to the grievance, or,
- b)      on which the employee first became aware of the action(s) or circumstance(s) giving rise to the grievance.

Within fifteen (15) working days of receipt of the grievance, a representative designated by the employer shall respond in writing.

### **8.04            GRIEVANCE CONSULTATION**

The parties agree to make every effort to settle grievances prior to arbitration.

## **Part "B" – Arbitration Procedure**

### **8.05            ARBITRATION**

If the union is dissatisfied with the response provided under Article 8.03, or the outcome under Article 8.04, the union may notify the employer, in writing, within fifteen (15) days of the employer's response under Article 8.03 that it wishes to submit the grievance to binding arbitration.

### **8.06            APPOINTMENT OF ARBITRATORS**

The parties shall select an arbitrator by mutual agreement. The selection shall be made within ten (10) days of the union's notification under Article 8.05.

### **8.07            ARBITRATOR'S AUTHORITY**

An arbitrator shall not have the power to alter, modify, or amend any of the provisions of this Agreement. The decision of an arbitrator shall be final and binding on both parties and on employee(s) affected by it.

### **8.08            COSTS**

Each party shall pay one-half of the arbitrator's fees and expenses.

## **Part "C" - General**

### **8.09 TIME LIMITS**

The employer and the union agree that timely resolution of grievances is in the best interest of all parties. In the spirit of this Agreement, each party undertakes to notify the other promptly if it expects difficulty in meeting prescribed time limits. If necessary, time limits stipulated in this Article may be waived or extended by mutual written consent.

### **8.10 DEVIATION FROM GRIEVANCE PROCEDURE**

- a) The employer agrees that after a grievance is filed by the union under Article 8.03, employer representatives will not enter into discussions or negotiations with the aggrieved employee(s) about the grievance without the union's consent.
- b) If, having initiated a grievance under Article 8.03, an employee endeavours to pursue the same grievance through any other channel, the union agrees that the grievance shall be considered to have been abandoned, and may not be resubmitted.

### **8.11 SUPERVISORY EMPLOYEE'S RESPONSIBILITY**

If a grievance arises from the exercise of managerial or supervisory authority by any employee, the union agrees both that the employee's first responsibility is to the employer and that it will not attempt in any way to influence the employee.

### **8.12 PROCEDURAL ERRORS**

The parties intend that a grievance will not necessarily be invalidated due only to one or more procedural errors, always provided that such errors have no bearing on the substance of the grievance. Time limits, however, may only be waived or extended by the mutual written consent of the parties.

## **ARTICLE 9 - WORK SCHEDULING**

### **9.01 HOURS OF WORK**

- a) Normal office hours are 8:30 a.m. to 4:30 p.m., Monday to Friday. Normal lunch break is one-half hour.
- b) Lunch breaks are scheduled so that the office is staffed throughout normal office hours. Employees may take a lunch period of up to one hour and adjust their normal working hours beyond the normal office hours.
- c) Normal hours of work are 105 hours in a three-week schedule, excluding lunch breaks.

- d)** Employees are entitled to two fifteen-minute coffee breaks per day.
- e)** Full-time employees may earn one day off during each three-week work schedule, on the basis of one one-half hour credit for each completed workday, including statutory holidays. Fourteen such credits are required to earn one day off.
- f)** Part-time staff may earn flex time by establishing an agreed-to flex schedule with the employer.
- g)** Employees' earned days off may be banked to a maximum of 10 days annually. Employees shall make reasonable efforts to schedule earned days off during each calendar year but scheduling of such days is strictly subject to operational requirements. An employee's bank of earned days off shall not exceed 20 days at any time. Unused earned days off shall be paid out annually. Days off may not be taken until they are earned. Credits insufficient to earn a complete day off may be carried forward into a subsequent schedule period.

## **9.02 PART-TIME WORK SCHEDULES**

Any employee working less than one full FTE shall meet with the employer to establish an agreed-to work schedule. For servicing and communications staff only, the schedule will remain flexible to accommodate work scheduled outside of the agreed-to hours.

## **9.03 SERVICING AND COMMUNICATIONS STAFF**

In this agreement "servicing staff" means the Senior Labour Relations Officer, Labour Relations Officers and Senior Communications and Member Development Officer. Communications staff means the Communications Officer and Senior Communications Officer.

For servicing staff and communications staff, core hours of work are to coincide as much as possible with normal office hours. Due to the nature of duties, however, work schedules are to remain flexible for servicing staff and communications staff and notwithstanding 9.01 (a) normal office hours are defined as between 7:30 am and 5:30 pm, Monday to Friday.

Servicing and communications staff may request approval for telework. Such requests will not be unreasonably denied, but are subject to operational requirements.



## **ARTICLE 10 - HOLIDAYS**

### **10.01 DESIGNATED HOLIDAYS**

The following days are designated as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

as well as any other day proclaimed as a general holiday by the Government of Canada or by the Government of British Columbia, or after consultation with the union, any day observed by the employer in lieu of such a day.

Servicing and Communications staff who are assigned work on Labour Day may bank the time worked to be used within one year of the date the time was worked.

### **10.02 ENTITLEMENT**

Full-time employees shall be entitled to the above holidays at their regular salary. Regular part-time employees shall be paid their regular salary and receive a prorated amount of time off. Employees will have the option at the time of the holiday to make up the difference between the amount of time off and the time scheduled or to be paid at the pro-rated rate.

### **10.03 HOLIDAY DURING VACATION**

When an employee is on annual vacation and a paid holiday occurs during that period, the paid holiday shall not count as a day of vacation.

### **10.04 HOLIDAY BREAK ON-CALL STATUS**

During the December 24 – January 2 period, a Labour Relations Officer (LRO) will be designated on-call when no LRO is available or present in the office.

An LRO who is designated on-call will be compensated with 2 hours of vacation added to their vacation bank for each day of on-call status.

The Labour Relations Officer will remain in the city when on on-call status and will be available to respond in-person, where required. Any time spent performing work will be paid in addition to the 2 hours of vacation for on-call status.

## **ARTICLE 11 - VACATION**

### **11.01 VACATIONS**

#### **a) Annual Vacations**

- i. All employees are entitled to four (4) weeks of annual vacation. Part-time employees' vacation entitlement is calculated on a pro-rated basis in relationship to the percentage of full-time hours worked.
- ii. An employee earns vacation for each month of service in which the employee earns ten (10) days pay at straight time rates based on the following table.

Days paid under Article 14.06 – Weekly Indemnity/Salary Maintenance/Long Term Disability will not be used in the calculation for annual vacation.

<b>Annual Entitlement</b>	<b>Monthly Equivalent</b>
4 weeks	1.6667 days
5 weeks	2.0833 days
6 weeks	2.5000 days
7 weeks	2.9167 days

#### **b) Annual Vacation Entitlement Increases**

Effective January 1, 2009, vacation entitlement shall increase by the following additional vacation days for years of continuous service:

<b>Years</b>	<b>Additional Days Per Year</b>
After 5	5
After 10	10
After 15	15

#### **c) Payment of Vacation on Termination**

- i. On termination, an employee will be paid for unused earned vacation except as provided for under Clause 16.10 - " Retirement.

- ii. An employee who terminates their employment and has taken more vacation in a vacation year than is outlined in 11.01 (a) (ii) shall be required to reimburse the employer for the unearned vacation.

## **11.02        MAXIMUM ACCUMULATION OF VACATION DAYS**

Normally employees will take their earned vacation entitlement by December 31 of the year following the year in which it was earned. Total accumulated vacation days at December 31 of each calendar year may not exceed twenty (20) days. Any unused vacation of more than twenty (20) days shall be paid out annually unless the employee was unable to schedule vacation due to operational reasons.

## **11 .03        SCHEDULING OF VACATION**

Vacation scheduling is subject to operational requirements.

Employees shall schedule their vacations by mutual agreement with their supervisors, who shall ensure that a monthly vacation credit and debit record for each employee is maintained.

In the event that a conflict in first choice of vacation occurs, the senior employee shall be granted their vacation.

## **11.04        Long Service Recognition**

The PEA recognizes the long service of regular staff member with a one-time payment of \$500 after the staff member has worked twenty years.

## **ARTICLE 12 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **12.01 MATERNITY LEAVE**

- a) An employee is entitled to maternity leave of up to 15 consecutive weeks without pay.
- b) An employee shall notify the employer in writing of the expected date of the birth. Such notice will be given at least 10 weeks prior to the expected date of the birth.

### **12.02 PARENTAL LEAVE**

- a) Upon written request an employee shall be entitled to opt for either standard parental leave of up to 35 consecutive weeks without pay or extended parental leave of up to 61 consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*. The employee's election of either standard or extended parental leave may be revised on a one-time basis. An employee may opt to return to work prior to the end of the leave.
- b) Where both parents are employees of the employer, the employees shall determine the apportionment of the 35 or 61 weeks' parental leave between them.
- c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date, changing the standard or extended election or returning to work prior to the original end of leave date.
- d) Leave taken under this Article shall commence:
  - i) In the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 12.01 or 12.03; or
  - ii) In the case of the other parent, immediately following the birth or placement of the adoptive child;
  - iii) The commencement of the leave taken pursuant to (i) or (ii) above may be deferred by mutual agreement, however, for employees who choose the standard parental leave, the leave must conclude within the 52 -week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld. For employees who choose extended leave, the leave must conclude within the 78 week period after the birth or placement of the adoptive child.

Such leave request must be supported by appropriate documentation.

### **12.03 BENEFIT WAITING PERIOD**

Where an employee is entitled to and takes leave pursuant to Clause 12.01 and/or 12.02 and is required by Employment Insurance to serve a one week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of one week without pay immediately before leaves pursuant to Clause 12.01 or 12.02 as the case may be.

This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

### **12.04 BENEFIT WAITING PERIOD ALLOWANCE**

- a) An employee who qualifies for and takes leave pursuant to Clause 12.03 shall be paid a leave allowance equivalent to one week at 100% of the employee's basic pay.
- b) An employee who qualifies for and takes leave pursuant to Clause 12.01 or 12.02 and takes the maximum leave entitlement shall be provided one week of additional leave paid at 100% of the employee's basic salary.

### **12.05 MATERNITY LEAVE ALLOWANCE**

- a) An employee who qualifies for maternity leave pursuant to Clause 12.01 shall be paid a maternity leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan, as set out in Letter of Understanding # 1. In order to receive this allowance, the employee must provide to the employer proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of 15 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

### **12.06 PARENTAL LEAVE ALLOWANCE**

- a) An employee who qualifies for parental leave pursuant to Clause 12.02, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause 12.02(b), for those who opt for the

standard parental leave, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

- c) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, for those who opt for the extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments, equivalent to the overall amount the employee would have received with 35 weekly payments under the standard parental leave allowance. Where both parents are employees, they shall determine the apportionment of the 35 weekly payments spread out over the 61 weeks extended parental leave between them.
- d) Once the standard or extended parental leave weekly top up allowance is set, it will not be changed, except where an employee exercises their entitlement to one change between standard and extended leave as per article 12.02(a). No retroactive payments will be made where an employee changes their election from extended parental leave to standard parental leave.

#### **12.07 PRE-PLACEMENT ADOPTION LEAVE**

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- i) attending mandatory pre-placement visits with the prospective adoptive child;
- ii) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- i) adoptions by a family member;
- ii) adoptions by the partner of a birth parent;
- iii) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

#### **12.08 BENEFITS CONTINUATION**

- a) For leaves taken pursuant to Clauses 12.01, 12.02, 12.03 and 12.07, the employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the employer's share of these premiums

- b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 12.09 or fail to remain in the employ of the employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the employer will recover monies paid pursuant to this Article, on a pro-rata basis.

## **12.09 DEEMED RESIGNATION**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 12.01, 12.02, 12.03 or 12.07 commenced unless the employee advised the employer of the intent to return to work one month prior to the expiration of the leave taken pursuant to Article 12 - Maternity, Parental and Adoption Leave or if the employee does not return to work after having given such advice.

## **12.10 ENTITLEMENTS UPON RETURN TO WORK**

- a) An employee who returns to work after the expiration of maternity, parental or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- b) On return from maternity, parental, adoption or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- c) Notwithstanding Clauses 11.01 and 11.02, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 12.01 and its waiting period, providing:
  - i) the employee returns to work for a period of not less than six months; and
  - ii) the employee has not received parental allowance pursuant to Clause 12.06;

Vacation earned pursuant to this Article may be carried over to the following year, notwithstanding Clause 11.02.

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

### **12.11 MATERNITY AND/OR PARENTAL AND/OR PRE -ADOPTION LEAVE ALLOWANCE**

- a) To be entitled to the maternity, parental, benefit waiting period and/or pre - adoption leave allowances pursuant to Clauses 12.04, 12.05, 12.06 and/or 12.07, an employee must sign an agreement that the employee will return to work and remain in the employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after returning to work.
- b) Should the employee fail to return to work and remain in the employ of the employer for the return to work period in (a) above, the employee shall reimburse the employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 12.04, 12.05, 12.06 and/or 12.07 above on a pro -rata basis.

### **12.12 BENEFITS UPON LAYOFF**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clauses 12.04, 12.05 and/or 12.06 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

## **ARTICLE 13 - LEAVE**

### **13.01 ADDITIONAL PURCHASED LEAVE**

The Senior Labour Relations Officer and Labour Relations Officer may convert up to 6% of salary to additional vacation, provided that the designation of 6% as vacation can be made at any time during the calendar year on a pro-rata basis with the proviso that such additional vacation is subject to agreement on scheduling by the employee and the Executive Director.

Conversion of salary to leave is on the basis of 0.00383 of annual salary for each day of leave purchased. It is the expectation of the employer and the union that this provision will not be used to accumulate vacation carry-over.

### **13.02 FAMILY ILLNESS LEAVE**

Employees are entitled to paid leave for the purpose of caring for an ill child, spouse or dependent parent who resides in the employee's home when no other adult in the household is available to provide care. Such leave is granted to a maximum of 5 days per calendar year. A part-time employee is entitled to paid leave for the number of hours the employee was scheduled to work on the day(s) she or he is caring for an ill child, except where the employee works on an on-call basis, and a day displaced by family illness is rescheduled.

### **13.03 GENERAL LEAVE**

- a) The employer may grant an employee leave of absence with pay up to 70 hours per calendar year for purposes other than those specified elsewhere in this Agreement, except 13.02 which is included in the 70 hours, as follows:



- I. wedding of the employee - three days; effective April 1, 2015 – two days;
  - II. attend wedding of the employee's child - one day;
  - III. adoption of the employee's child – two days;
  - IV. birth of the employee's child - two days;
  - V. serious household or domestic emergency - one day;
  - VI. moving household furniture and effects - one day;
  - VII. attend their formal hearing to become a Canadian citizen - one day;
  - VIII. attend funeral as pall-bearer or mourner - one-half day;
  - IX. court appearance for hearing of employee's child - one day;
  - X. child custody hearing – one day per calendar year;
  - XI. employee or employee's child is a victim of domestic violence – three days per calendar year;
  - XII. in the case of serious illness or hospitalization of a parent or stepparent of the employee, when no one other than the employee can provide for the needs of the parent or stepparent, and, after notifying their supervisor – two days per calendar year.
- b) The employer will allow an employee reasonable leave of absence with pay for compassionate reasons where an immediate family member, defined for the purposes of this article, as an employee's parent, step-parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, or grandparent is gravely ill and has a significant risk of death within 2 weeks. This leave will be provided once per family member and to a maximum of three days.
- c) The employer may grant an employee a leave of absence without pay for purposes other than those specified in this agreement.

### **13.04 BEREAVEMENT LEAVE**

The employer will allow an employee reasonable leave of absence with pay for compassionate reasons under the following terms:

- a) In the case of death in the immediate family an employee not on leave of

absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed 5 workdays.

- b) Immediate family is defined as an employee's parent, step-parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriated number of days to vacation leave credits.
- e) Where established cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

### **13.05 LEAVE FOR COURT APPEARANCES**

- (a) Leave of absence with pay shall be granted to every employee, other than an employee already on leave of absence without pay or on education leave or under suspension, who is required:
  - (i) To serve on a jury; or
  - (ii) By subpoena or summons, to attend as a witness in any proceeding held:
    - (1) In or under the authority of a court of justice or before a grand jury;
    - (2) Before a court, judge, justice, magistrate or coroner;
    - (3) Before a legislative body or any committee thereof that is authorized by law to compel the attendance of the witness before it; or
    - (4) Before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of the witness before it.
- (b) An employee in receipt of regular earnings while serving at court shall remit to the employer all moneys paid by the court, except travelling and meal allowances not reimbursed by the employer.
- (c) Time spent at court by an employee, in an official capacity, shall be at the regular rate of pay.

- (d) Time spent in court actions arising from employment, requiring attendance at court, shall be with pay.
- (e) Subject to the foregoing provisions, in cases where an employee is a plaintiff, a defendant or an accused, such leave to attend at court shall be without pay.

### **13.06 LEAVE FOR MEDICAL AND DENTAL APPOINTMENTS**

Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full time of absence shall be charged to other entitlements such as General Leave (13.03), Hours of Work (9.01) or Annual Vacation (11.01), or other leave entitlement.

Medical, dental and/or registered midwife appointments include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

### **13.07 LEAVE RESPECTING DEATH OF CHILD**

The Employer will provide a leave of absence without pay of up to 104 weeks to an employee respecting death of child under the same conditions as, and in accordance with, the Employment Standards Act even if the Employment Standards Act does not apply to the employee. There will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 14. Pension contributions will not be made.

### **13.08 LEAVE RESPECTING DISAPPEARANCE OF CHILD**

The Employer will provide a leave of absence without pay of up to 52 weeks to an employee respecting disappearance of child under the same conditions as, and in accordance with, the Employment Standards Act even if the Employment Standards Act does not apply to the employee. There will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 14. Pension contributions will not be made.

### **13.09 COMPASSIONATE CARE LEAVE**

An employee who is entitled to compassionate care benefits under the Employment Insurance Act is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. There will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 14. Pension contributions will not be made.

### **13.10 POLITICAL LEAVE**

(a) A staff member who is nominated as a candidate for municipal, provincial or federal election will be granted leave of absence without pay from the date of nomination until the day following the election or a shorter period requested by the staff member. The employee shall be provided benefits during this period, but must pay all premiums after 30 days of leave.

(b) If a staff member is elected to political office, one leave without pay shall be granted to a maximum of five years. They will return to active employment in a position at the same level that they left. If no position exists, a staff member may exercise rights under article 16.08.

(c) If the staff member is unsuccessful and is not elected, they will return to active employment in the position that they left.

## **ARTICLE 14 - HEALTH AND WELFARE**

### **14.01 MEDICAL SERVICES PLAN**

The employer shall pay 100% of the regular premium for basic medical insurance for those regular employees and their dependents who choose to be so covered under a plan approved by the Medical Services Commission of British Columbia.

### **14.02 DENTAL PLAN**

The employer provides the same dental coverage as applies to Association members in the GLP unit. If the coverage now available to the employer through the government health and welfare plans is no longer available to the employer, the union and the employer will meet to negotiate a replacement policy.

### **14.03 EXTENDED HEALTH CARE**

The employer provides the same extended health care coverage as applies to Association members in the GLP unit. If the coverage now available to the employer through the government health and welfare plans is no longer available to the employer, the union and the employer will meet to negotiate a replacement policy.

On a without prejudice basis, the employer will reimburse employees for the cost of laser eye surgery, to a maximum of \$500 per eye in lieu of vision care for the period of time where the vision care entitlement is equivalent to the monetary value of the surgery. Employees will submit receipts for reimbursement directly to the employer. Spouses/dependents are not eligible for this benefit. The employer will be entitled to recover 50% of the cost of the surgery from an employee who has been reimbursed for laser eye surgery and who resigns their employment within 24 months of the date of surgery.

Any invoices submitted to the extended health care carrier for vision care for an employee who has taken advantage of this benefit, within the period of time defined above, will render this clause null and void.

#### **14.04 HEALTH SAVINGS ACCOUNT**

Effective January 1, 2020, a Health Savings Account (HSA) shall be provided in the amount of \$600 per calendar year, for each employee who qualifies for benefits under Article 14.3. This amount shall be increased to \$1,000 effective January 1, 2021 and to \$1,200 effective January 1, 2022.

The HSA will be subject to Canada Revenue Agency rules and requirements, including its definition of eligible expenses.

#### **14.05 INSURANCE**

The employer provides group life insurance under the same plan as applies to Association members in the GLP unit. Benefits are equivalent to three times the employee's annual salary with a current minimum of \$80,000. Plan has optional dependent insurance with a payout of \$10,000 for a covered spouse and \$5,000 per dependent child. If the coverage now available to the employer through the government health and welfare plans is no longer available to the employer, the union and the employer will meet to negotiate a replacement policy.

In addition, the employer provides private group insurance affording the following benefits:

- a) Basic life insurance equal to one times annual earnings, rounded to the next \$1,000, up to a maximum of \$500,000. Proof of insurability must be provided by the employee and approved by the insurer for any amount over \$95,000;
- b) Insurance against accidental death equal to one times annual earnings or the amount that premiums have been paid on, rounded to the next \$1,000, up to a maximum of \$500,000;
- c) Dependent life insurance at \$5,000 for an employee's spouse and \$2,500 for each child.

Coverage under items (a) and (b) is rounded to the nearest one thousand dollars.

#### **14.06 WEEKLY INDEMNITY/SALARY MAINTENANCE/LONG-TERM DISABILITY**

- a) The provisions set out in paragraph (b) apply to employees on the first day of the month coincident with or next following the day he or she completes two months of continuous employment.

During the initial period of employment, until such time as a new employee is covered by the provisions of paragraph (b), the employee is entitled to sick leave on the basis of a maximum one-half day for every 35 hours of work

completed. This entitlement ceases and may not be carried over once the employee is covered under the provisions of paragraph (b).

- b) Employees are covered by weekly indemnity insurance against short-term illness which provides 67% of weekly earnings to a maximum \$575. Coverage is applicable the first day of absence due to accident and the eighth day of absence due to sickness, all to a maximum of 26 weeks.

During short-term injury or illness the employer also provides supplementary benefits. For the first 17 weeks of weekly indemnity benefits, the employer pays the difference between the employee's weekly indemnity benefit and 100% of their basic salary. For the 18th through the 26th weeks of benefits, the employer pays the employee the difference between weekly indemnity benefit and 75% of basic salary.

A part-time employee is entitled to sick benefits for the number of hours the employee was scheduled to work on the day(s) she or he is sick, except where the employee works on an on-call basis, and a day displaced by illness is rescheduled.

- c) Employees pay the premium costs for weekly indemnity coverage, but receive a corresponding salary supplement, as provided under section 16.02.
- d) In the event the carrier declines to cover an employee for any part of weekly indemnity coverage, the employer provides supplementary coverage so that the employee suffers no reduction in coverage. In such cases the employee pays to the employer whatever premium costs would have been paid to the carrier.
- e) The employer provides long-term disability coverage under the same plan as applies to Association members in the GLP unit. If the coverage now available to the employer through the government health and welfare plans is no longer available to the employer, the union and the employer will meet to negotiate a replacement policy.
- f) Coverage provided under this section is for legitimate illness, injury or disability. The employer reserves the right to:
  - i) require medical evidence of an employee's inability to work, and;
  - ii) deny coverage where adequate medical evidence is not provided. The employer agrees to pay for any medical documents that the employer requires; or where the insurance carrier requires such form in respect to a Short Term Disability claim up to a maximum of \$75 per employee, per year.

#### **14.07 PENSIONS**

Employees are required as a condition of employment to be enrolled in and make contributions to the Public Service Pension Plan.

#### **14.08 ACCIDENT INSURANCE**

The employer will provide 24-hour accident insurance to all employees to a maximum benefit of \$30,000 for loss of life.

#### **14.09 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

The employer will provide assessment, referral, and short term counseling services through an employee and family assistance program (Interlock), for up to a maximum of twelve sessions per year.

### **ARTICLE 15 - GENERAL CONDITIONS**

#### **15.01 COMPUTER DISPLAY TERMINALS**

When a majority of an employee's daily work time requires monitoring computer display terminals, such employees are entitled to have their eyes examined by an ophthalmologist or optometrist of the employee's choice on a biennial basis. The examination shall be at the employer's expense where costs are not covered by insurance.

#### **15.02 NOTICE OF TERMINATION**

An employee is required to give at least 30 days notice of the intention to resign their position. The Senior Labour Relations Officer is required to give 60 days notice.

#### **15.03 OUTSIDE WORK**

Subject to the employer's prior agreement on scheduling of leave and to the reasonable employment expectations of the PEA being fully met and to there being no conflict between the outside work and the objectives of the PEA, employees may use their proper leave time for other work. <sup>1</sup>

#### **15.04 INDEMNITY**

- a) Except where there has been flagrant or willful negligence on the part of an employee in the performance of their official duties, the employer agrees:
  - i) Not to seek indemnity against an employee whose actions in the performance of their official duties result in a judgment against the employer;
  - ii) To pay any judgment against an employee, or former employee, arising out of the performance of their duties with the employer;

- iii) To provide legal services and/or to pay approved legal costs incurred in the civil proceeding arising out of (ii) above. Wherever practical the employer will consult with the employee on the naming of legal counsel.
- b) In order that the above provisions shall be binding upon the employer, the employee shall notify the employer immediately, in writing, of any incident or course of events which may lead to legal action against the employee and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
  - i) When the employee is first approached by any person or organization notifying the employee of intended legal action against them; or
  - ii) When the employee retains counsel in regard to the incident or course of events; or
  - iii) Where any investigative body or authority first notifies the employee of an investigation or other proceeding which might lead to legal action against the employee;
  - iv) When information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that the employer might be the object of legal action.

## **15.05 PROFESSIONAL DEVELOPMENT**

- a) The employer and the union recognize the need for ongoing professional and career development. Applications for professional development leave will not be unreasonably refused.
- b) The employer shall provide professional development leave to meet the employer's operational requirements and the employee's development needs. Such leave may be initiated by either the employee or the employer.
- c) The employer shall pay registration fees, travel, hotel and meal expenses for employees whose attendance at professional development courses, workshops and meetings is approved. Travel and meal expenses shall be in accordance with the rates established in this collective agreement.



## **ARTICLE 16 - SALARIES AND ALLOWANCES**

### **16.01 SALARIES**

Employees shall be paid in accordance with Schedule 1.

January 1, 2020	2.0%
January 1, 2021	2.0%
January 1, 2022	2.0%

### **16.02 SALARY SUPPLEMENTS**

Employee salaries may be supplemented by various payments in lieu of or to offset the cost of benefits. These supplements are payable on the basis set out in Schedule 1 A, Salary Supplements.

### **16.03 OVERTIME: ADMINISTRATIVE STAFF**

Overtime compensation is compensated either in time or payment, at the employee's option. Overtime rates are as follows:

<b>Type</b>	<b>Rate</b>
Hours in excess of 7.5 per day	1.5 times hourly rate of pay
Hours in excess of 9.5 per day	2.0 times hourly rate of pay
Hours on weekend or holiday	2.0 times hourly rate of pay

Administrative employees are entitled to a minimum of three (3) hours overtime when called in after regular working hours, weekends, or holidays.

An Administrative employee who wishes to work overtime must receive prior authorization from the Executive Director or his or her designate.

### **16.04 OVERTIME: SERVICING STAFF AND COMMUNICATIONS STAFF**

In lieu of direct compensation for overtime, servicing staff salaries are supplemented by a payment of 7% of base salary, calculated and paid semi-monthly. Communications staff receive a five (5) per cent supplement in lieu of direct compensation for overtime worked.

Effective January 1, 2021 In lieu of direct compensation for overtime, servicing staff salaries are supplemented by a payment of 6.37% of base salary, calculated and paid semi-monthly. Communications staff salaries will be supplemented on the same basis by a payment of 4.55%.

## **16.05 TRAVEL EXPENSES**

- a) The employer reimburses expenses incurred by an employee travelling on employer business. It is understood and agreed that the reimbursement for such travel shall not be less than as provided to Association members under the Government Licensed Professionals Main and Subsidiary Agreement.
- b) Employees, required to work in excess of two hours past normal office hours attending meetings in their local area, are eligible for the dinner allowance.

## **16.06 SUBSTITUTION PAY**

Substitution pay is not available to the Senior Labour Relations Officer.

Any other employee who is required and designated to substitute for a higher-paid employee for a period of at least one day, is paid at the rate in the higher-paid salary scale closest to 8% higher than the employee's normal rate of pay.

## **16.07 LAYOFF BENEFITS**

Layoff is defined as elimination or any reduction in an employee's hours of work and the following provisions apply:

Employees are entitled to eight weeks notice of layoff, or to eight weeks salary in lieu of notice.

In addition to required notice, or pay in lieu of notice, an employee who is laid off for any reason will receive severance pay of one month's salary, pro-rated for partial years, for each year of service with the PEA, to a maximum of 18 months salary.

Layoffs will be determined in reverse order of seniority within job classification.

Severance benefits are payable only in the event that position(s) is (are) eliminated, not where an employee resigns or is discharged for cause or has their hours of work reduced.

In the event of change of office location of more than 50 kilometers, an employee may opt for severance. An employee must notify the employer of their intent to elect severance within 30 days of receiving notice of the change of office location. Benefits are conditional on an employee's affirming that the employer bears the employee no other obligation.

## **16.08 LAYOFF AND RECALL OPTIONS**

- a) Prior to layoff of regular employee(s) the employer will canvass employees to invite:
  - i) Job sharing and/or alternation of work hours
  - ii) Resignation with severance to a maximum of 12 months salary
  - iii) Where eligible, early retirement

- b) Upon receipt of layoff notice, an employee shall have the following options:
  - i) Displacement into a position occupied by a more junior employee
  - ii) Elect recall for which seniority shall remain valid for one (1) year
  - iii) Elect severance pay.

An employee is required to indicate their choice of option within five (5) working days of receipt of layoff notice.

- c) Displacement shall occur within a job classification series in the following order:
  - i) To a position of the same classification/salary level in the same geographic location
  - ii) To a position of a lower classification/salary level in the same geographic location
  - iii) To a position of the same classification/salary level in a different geographic location
  - iv) To a position of a lower classification/salary level in a different geographic location

Where an employee displaces into a position of a lower classification/salary level, the employee will receive "red circle" salary protection.

Where an employee relocates due to displacement, the employer will provide relocation assistance consistent with that available to Association members in the Government Licensed Professionals unit.

- d) Recall shall be in order of service seniority to a position within the job classification series that the employee occupied prior to layoff.

## **16.09 SALARY CALCULATIONS FOR PARTIAL PAY PERIOD**

The formulas for calculating a full-time employee's salary during an incomplete pay period are:

- 1) Monthly salary divided by 21.75 equals daily rate;
- 2) Monthly salary divided by 152.25 equals hourly rate.

## **16.10 RETIREMENT**

- a) An employee scheduled to retire and (i) to receive a pension under the Public Service Pension Plan, or (ii) who has reached age 55 and completed 10 years of service with the employer shall be granted full vacation entitlement for the final calendar year of service.
- b) An employee who meets the criteria described in (a) is entitled to take earned but unused vacation credits as paid leave immediately prior to retirement but before any earned leave as provided for under clause (c) below.
- c) An employee who meets the criteria described in (a) is entitled to an amount equal to one (I) week's current salary for each full year of service. Partial years will be pro-rated. The employee may opt to take the allowance as equivalent paid leave immediately prior to retirement.
- d) Employees on leave under clause (b) are not eligible for benefits set out at clause 14.06. Employees on leave under clause (c) are not eligible for (i) the salary supplement as set forth in clause 16.04, or (ii) benefits other than those set out at clauses 14.01, 14.02, 14.03, 14.05 and 14.08.

## **16.11 COMPUTER EQUIPMENT PURCHASE**

Regular employees, who have completed their probationary period, will be entitled to an advance of up to the actual cost or \$3,600 whichever is the lesser for the purpose of purchasing personal computer equipment.

The advance shall be repaid to the employer through payroll deduction at a minimum rate of \$50 per pay period. The entire advance must be repaid in twenty-four months. Employees can only receive one advance every two years. Employees must show proof of purchase of the computer within 30 days of purchase to be eligible for the advance.

If an employee's employment is terminated prior to complete repayment of the advance, the employer shall deduct any amounts outstanding from any payment owed by the employer to the employee.

## **16.12        PARKING**

Parking shall be reimbursed for days when employees use their personal vehicle on employer business. Any parking costs incurred while performing required work outside of scheduled hours will be reimbursed. Employees who purchase monthly parking are entitled to claim the hourly or daily rate to a maximum of the monthly charge for the parking.

## **16.13        VEHICLE INSURANCE**

In the event of an accident or theft while on the employer's business, the employer will reimburse the deductible portion of the insurance claim to a maximum of \$500 in any 12 month period. Should an employee choose not to go through the insurer, the employer will pay the equivalent portion referred to above, upon receipt of the repair bill or proof of loss.

If a Labour Relations Officer or Senior Labour Relations Officer uses their vehicle on employer business, the employer will pay the difference between pleasure and business use upon proof of insurance. It is the employee's responsibility to maintain adequate levels of coverage for third party liability.

## **16.14        LAW SOCIETY FEES**

- a) The employer will pay the fees to the Law Society of British Columbia including the fee for membership in the Canadian Bar Association, BC Branch for employees who are required to hold the license by the employer.
- b) Subject to (c) below, an employee on a leave of absence greater than three (3) months will convert their membership status with the Law Society of British Columbia to non-practicing status for the duration of the leave. The employee will authorize the reimbursement to the employer of the fees reimbursed by the Law Society of British Columbia.
- c) In the event an employee elects to maintain practicing status while on leave of absence, they shall reimburse the employer for the difference in fees between practicing and non-practicing status for the period during which the employee is on leave. The employee is responsible for arranging their own insurance as required through the Law Society of British Columbia for the leave period.
- d) If a lawyer is newly hired or recalled and:
  - i) their Law Society fees for the year have been paid the employer will reimburse the lawyer for a pro rata portion of the fees the employee has paid; or
  - ii) their fees for the year have not been paid, the employer will pay the Law Society fees for the year.
- e) If the employee terminates their employment, the employer shall be entitled to recover a pro-rated portion of the fees from the employee.

## **16.15      FITNESS EQUIPMENT PURCHASE**

Regular employees, who have completed their probationary period, will be entitled to an advance of up to the actual cost or \$2,500 whichever is the lesser for the purpose of purchasing personal fitness equipment.

The advance shall be repaid to the employer through payroll deduction at a minimum rate of \$50 per pay period. The entire advance must be repaid in twenty-four months. Employees can only receive one advance every five years. Employees must show proof of purchase of the equipment within 30 days of purchase to be eligible for the advance.

If an employee's employment is terminated prior to complete repayment of the advance, the employer shall deduct any amounts outstanding from any payment owed by the employer to the employee. The employee shall reimburse the employer for any outstanding balance.

## **16.16      ACCESS TO EMPLOYEE ADVANCE FOR COMPUTER AND FITNESS PURCHASE**

Employees may elect to access only one advance at a time under either article 16.11 or 16.15.

# **ARTICLE 17 - BARGAINING UNIT WORK**

## **17.01      BARGAINING UNIT WORK**

The employer undertakes to continue the following practices:

- a) The employer and the union agree that work that is normally performed by members of the bargaining unit will not be assigned to contractors outside the bargaining unit. This does not restrict the employer from using outside resources to perform work for the employer when either workload or lack of expertise of existing staff makes the assignment necessary.
- b) The employer agrees that members of the Professional Employees Association will not be assigned or permitted to perform work normally performed by members of the union. This is not meant to restrict after-hours committee work.

# **ARTICLE 18 - TERM OF AGREEMENT**

## **18.01      TERM OF AGREEMENT**

Unless otherwise provided, this Agreement shall be binding and remain in full force from January 1, 2020 through December 31, 2022. This Agreement shall continue from year to year thereafter unless either party exercises its right to commence collective bargaining as provided for in the Statutes of the Province of British Columbia. If negotiations extend beyond the anniversary date of the Agreement, both parties will adhere fully to the provisions of this Agreement, during the period of bona fide collective bargaining.

## 18.02 EFFECTIVE DATE

Except as otherwise stipulated in individual Articles, this Agreement shall come into effect on the date of ratification.

Agreed to this 27<sup>th</sup> day of November, 2019 in the City of Victoria in the Province of British Columbia.

For the Employer:



Scott McCannell  
Executive Director  
Professional Employees  
Association



Sheryl Karras (Jul 6, 2020 13:55 PDT)

Sheryl Karras  
Bargaining Committee  
PEA



Cherene Palmer (Jul 6, 2020 08:57 PDT)

Cherene Palmer  
First Vice-President

For the Union:



Daniel Rowe (Jun 24, 2020 08:30 PDT)

Dan Rowe  
Service Representative  
BCUWU



Sam Montgomery  
Bargaining Committee  
BCUWU



Brett Harper  
Bargaining Committee  
BCUWU



Richard Tones  
President  
BCUWU

## **SCHEDULE 1 SALARIES**

### Monthly Salary Ranges

POSITION	Jan. 1 2020	Jan. 1 2021 2.0%	Jan. 1 2022 2.0%
Senior Labour Relations Officer	\$9,911.34	\$10,109.53	\$10,311.72
Labour Relations Officer	\$9,238.14	\$9,422.86	\$9,611.32
Senior Communications Officer and Member Development Officer	\$9,238.14	\$9,422.86	\$9,611.32
Senior Communications Officer	\$7,522.50	\$7,672.95	\$7,826.41
Communications Officer	\$6,790.14	\$6,925.90	\$7,064.42
Administrative Assistant Job Rate	\$5,382.50	\$5,490.15	\$5,599.95
Entry Rate	\$5,215.30	\$5,319.61	\$5,426.00
Administrative Assistant Part-time (Hourly) Job Rate	\$35.35	\$36.06	\$36.78
Entry Rate	\$34.26	\$34.95	\$35.64

Should the employer create a new job, or if the duties of an existing position change substantially the parties agree to discuss the appropriate salary. Failure to agree invokes the grievance/arbitration procedure.



## **SCHEDULE1-A SALARY SUPPLEMENTS**

Employees are entitled to be paid supplements to salary on the following basis.

### **A. OVERTIME SUPPLEMENT**

In lieu of direct compensation for overtime, servicing staff salaries are supplemented by a payment of 7% of base salary, calculated and paid semi-monthly. Communications staff receive a 5 per cent supplement in lieu of direct compensation for overtime worked.

Effective January 1, 2021 In lieu of direct compensation for overtime, servicing staff salaries are supplemented by a payment of 6.37% of base salary, calculated and paid semi-monthly. Communications staff salaries will be supplemented on the same basis by a payment of 4.55%.

### **B. WEEKLY INDEMNITY SUPPLEMENT**

All employees receive a supplement equivalent to the premium cost paid by them for weekly indemnity coverage. This supplement corresponds exactly to the premiums actually paid by individual employees.

## **LETTER OF UNDERSTANDING #1**

*Between:*

**Professional Employees Association**

*And:*

**BCUWU**

### **RE: DEFERRED SALARY LEAVE PLAN**

The employer will establish a *Deferred Salary Leave Plan* effective January 1, 2002.

#### **1. Description**

- a) The purpose of the *Deferred Salary Leave Plan* is to afford employees the opportunity of taking up to one year leave of absence with part pay by deferring salary for four years and taking leave in the fifth year. It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.
- b) The employer and employees may enter into any variation of this Plan by mutual consent of the two parties involved, provided that such variations meet the requirements of paragraph 6801 (a) of the Income Tax Regulations.

#### **2. Qualifications**

- a) An employee who has completed five years employment in a regular position with the employer shall be eligible to take leave under the Plan.
- b) An employee must complete an additional five years from the completion of any leave under this memorandum before qualifying for a second leave.

#### **3. Application**

- a) In order to participate, an employee must make written application to the employer, stating the date when the employee wishes to participate in the Plan. Eligible applicants will complete the agreed-to Memorandum.
- b) Proposals for leave will be considered in order of seniority of the applicants.

#### **4. Payment Formula and Leave of Absence**

The payment of salary, fringe benefits and the timing of one year leave of absence shall be as follows:

- a) In the first four years of the Plan, an employee will be paid eighty percent (80%) of their proper salary range. The remaining twenty percent (20%) of annual salary, based on a calendar year, will be accumulated and this amount shall be paid to the employee during the year of absence. Interest earned in the Plan on behalf of the participating employee shall be paid at the end of each calendar year. Any such interest paid to a participant under the Plan represents employment income rather than income from property.

Accordingly, Form T4 should be used by the financial institution to report the interest and the usual tax withholdings and remittances must be made.

- b) Employees' health and welfare benefits will be maintained by the employer during their leave of absence.

Any benefits tied to salary level shall be structured according to actual salary paid.

- c) It is understood that employment insurance premiums will be based on the gross salary during the deferral period and will not be payable during the leave period, and that Canada Pension Plan (CPP) deductions will be based on net salary during both the deferral period and the leave period. Where the deferred amounts are paid to the employee by a trustee, that trustee is deemed to be an employer of the employee by the CPP Act and is therefore required to pay the employer's contribution in respect of that employee.
- d) The leave of absence may be taken only in the fifth year of the Plan. Under special circumstances, exceptions may be granted, however, the deferral period must not exceed six years in total from the date the salary deferrals commenced, and the leave of absence must commence immediately after the deferral period.
- e) With the approval of the employer, an employee may select some alternative method of deferring salary other than that specific in (a) above; however, the annual deferral amount may not exceed 33% of the salary the participating employee would normally receive in one year.

## **5. Terms of Reference**

- a) The leave of absence shall occur according to and be governed by this Memorandum rather than other leave provisions in the collective agreement.
- b) Payment to a participant on leave shall be in equal monthly installments. These installments shall start two weeks after commencement of the leave. The final installment shall be the balance of any moneys retained by the employer for the participant of the Plan.
- c) Upon no less than six months' notice, a participant may request a one year postponement of the start of the leave requested in the initial application.
- d) On return from leave, an employee shall return to the position held immediately prior to going on leave for a period that is not less than the period of the leave of absence.
- e) An employee participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
- f) Employees who are laid off will be required to withdraw from the Plan and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty calendar days of withdrawal from the Plan.
- g) Prior to taking their leave of absence, an employee may withdraw funds from the Plan only in the case of financial or other hardship (except where otherwise provided). Upon withdrawal any monies accumulated plus interest owed, will be repaid to the employee within sixty calendar days of notification.
- h) Should an employee die while participating in the Plan, any monies accumulated plus interest owed at the time of death, will be paid to the employee's estate.
- i) It is understood that all amounts under the Plan will be paid to the participating employee no later than the end of the first taxation year of the employee that commences after the end of the deferral period.
- j) There will be no interruption of a leave once it has commenced.

## **6. Salary**

Throughout the period of the leave of absence, the employee may not receive any salary or wages from the employer or from any other person or partnership with whom the employer does not deal at arm's length, other than:

- i. Amounts which were deferred under the Plan;
- ii. The reasonable fringe benefits that the employer usually pays to or on behalf of employees.

## **7. Fringe Benefits**

- a) During a leave of absence, the responsibility for payment of premiums for fringe benefits for a participant shall be established in this Agreement. Where a participant is obligated to pay the cost of any fringe benefit during the period of leave, the employer will pay such costs on behalf of the participant and deduct the money otherwise payable to the participant from the fund.
- b) The employer will make pension deductions for submission to the relevant pension plan and notify the Administrators of the Plan the contributions and salary levels for the purpose of pension adjustment reporting.

## **8. Termination or Amendment of the Plan**

No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

## **9. Employee Agreement**

"I have read the terms and conditions of the Memorandum of Agreement governing the *Deferred Salary Leave Plan*, and I understand it. I agree to participate in the Plan subject to its rules and on the following specific conditions:

*Enrolment Date:* My enrolment in the Plan shall become effective January 1, 202\_ .

*Year of Leave:* I propose to commence my leave \_\_\_\_ (yy/mm/dd), upon approval of the employer, for a period of \_\_\_\_ months (up to one year).

*Funding of the Leave:* To accomplish the funding of the leave] hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year \_\_\_\_\_ % Number of additional years \_\_\_\_\_

Second Year \_\_\_\_\_ % Percentage Per Additional Year \_\_\_\_\_

Third Year \_\_\_\_\_

Fourth Year \_\_\_\_\_

The participant may, by written notice to the employer prior to January 1 in any year, alter the percentage amounts for that and any subsequent year subject to Section 4(e).

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ in the City of Victoria in the Province of British Columbia.

Signature of Applicant:

Signature of Executive:

For the Employer:

For the Union:



Scott McCannell  
Executive Director  
Professional Employees Association



Daniel Rowe (Jun 24, 2020 08:30 PDT)

Dan Rowe  
Service Representative  
BCUWU



Sheryl Karras (Jul 6, 2020 13:55 PDT)

Sheryl Karras  
Bargaining Committee  
PEA



Sam Montgomery  
Bargaining Committee  
BCUWU



Cherene Palmer (Jul 6, 2020 08:57 PDT)

Cherene Palmer  
First Vice-President



Brett Harper  
Bargaining Committee  
BCUWU



Richard Tones  
President  
BCUWU

## **LETTER OF UNDERSTANDING #2**

*Between:*

**Professional Employees Association**

*And:*

**BCUWU**

### **RE: SUPPLEMENTAL FOR LEAVES**

#### **A. Supplemental Unemployment Benefit Plan Maternity Leave**

1. The objective of the Supplemental Unemployment Benefit (SUB) plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to Clause 12.01.
2. The maximum number of weeks for which SUB Plan benefits are payable is 17 weeks.
3. The duration of the Plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except supplementation of Employment Insurance Benefits for the period of unemployment as specified in this Plan.
5. The employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

#### **B. Supplemental Unemployment Benefit Plan Parental Leave**

1. The objective of the Supplemental Unemployment Benefit (SUB) plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to Clause 12.03.
2. The maximum number of weeks for which SUB Plan benefits are payable is 35 weeks for those who opt for the standard parental leave.

For those who opt for extended parental leave, the maximum number of weeks for which SUB plan benefits are payable is 61 and the amount of those payments is equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance.

3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except supplementation of Employment Insurance Benefits for the period of unemployment as specified in this Plan.
5. The employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Agreed to this 27<sup>th</sup> day of November, 2019 in the City of Victoria in the Province of British Columbia.

For the Employer:



Scott McCannell  
Executive Director  
Professional Employees Association



Sheryl Karras (Jul 6, 2020 13:55 PDT)

Sheryl Karras  
Bargaining Committee  
PEA



Cherene Palmer (Jul 6, 2020 08:57 PDT)

Cherene Palmer  
First Vice-President

For the Union:



Daniel Rowe (Jun 24, 2020 08:30 PDT)

Dan Rowe  
Service Representative  
BCUWU



Sam Montgomery  
Bargaining Committee  
BCUWU



Brett Harper  
Bargaining Committee  
BCUWU



Richard Tones  
President  
BCUWU



# **LETTER OF UNDERSTANDING #3**

*Between:*

**Professional Employees Association**

*And:*

**BCUWU**

## **RE: AMALGAMATION AND MERGER**

The Professional Employees Association remains committed to its role as an independent representative of professionals across the Province of British Columbia.

In the event the Professional Employees Association decides to pursue amalgamation or merger with another union or organization, the employer will provide notice to the union as soon as reasonably possible.

The parties will meet to discuss the potential impact on bargaining unit members with a view to preserving their terms and conditions under the existing Labour Agreement.

Agreed to this 27<sup>th</sup> day of November, 2019 in the City of Victoria in the Province of British Columbia.

For the Employer:



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Scott McCannell  
Executive Director  
Professional Employees Association



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[Sheryl Karras \(Jul 6, 2020 13:55 PDT\)](#)

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Sheryl Karras  
Bargaining Committee  
PEA



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[Cherene Palmer \(Jul 6, 2020 08:57 PDT\)](#)

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Cherene Palmer  
First Vice-President

For the Union:



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[Daniel Rowe \(Jun 24, 2020 08:30 PDT\)](#)

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Dan Rowe  
Service Representative  
BCUWU



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Sam Montgomery  
Bargaining Committee  
BCUWU



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Brett Harper  
Bargaining Committee  
BCUWU



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Richard Tones  
President  
BCUWU

## **LETTER OF UNDERSTANDING #4**

*Between:*

**Professional Employees Association**

*And:*

**BCUWU**

### **RE: QUALIFICATION PERIOD FOR HEALTH AND WELFARE BENEFITS**

The parties agree that where the PEA is permitted under benefit plan terms, it may waive the waiting or qualification period for extended health benefits for new, regular employees. Factors considered by the PEA include, but are not limited to recruitment of new employees from other unions and other recruitment challenges.

Agreed to this 27<sup>th</sup> day of November, 2019 in the City of Victoria in the Province of British Columbia.

For the Employer:



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Scott McCannell  
Executive Director  
Professional Employees Association

For the Union:



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Daniel Rowe (Jun 24, 2020 08:30 PDT)

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Dan Rowe  
Service Representative  
BCUWU



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Sheryl Karras (Jul 6, 2020 13:55 PDT)

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Sheryl Karras  
Bargaining Committee  
PEA



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Sam Montgomery  
Bargaining Committee  
BCUWU

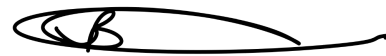


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Cherene Palmer (Jul 6, 2020 08:57 PDT)

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Cherene Palmer  
First Vice-President



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Brett Harper  
Bargaining Committee  
BCUWU



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Richard Tones  
President  
BCUWU

## **LETTER OF UNDERSTANDING #5**

*Between:*

**Professional Employees Association**

*And:*

**BCUWU**

### **RE: TRAVEL EXPENSES**

The employer agrees to meet with the union to establish collective agreement language that stipulates specific mileage, travel, meal, and incidental and tip reimbursement rates that are consistent with PEA policy.

The employer agrees that future increases to those rates will be provided to the union upon implementation by the PEA.

Agreed to this 27<sup>th</sup> day of November, 2019 in the City of Victoria in the Province of British Columbia.

For the Employer:



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Scott McCannell  
Executive Director  
Professional Employees Association



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Sheryl Karras (Jul 6, 2020 13:55 PDT)

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Sheryl Karras  
Bargaining Committee  
PEA



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Cherene Palmer (Jul 6, 2020 08:57 PDT)

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Cherene Palmer  
First Vice-President



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Daniel Rowe (Jun 24, 2020 08:30 PDT)

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Dan Rowe  
Service Representative  
BCUWU



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Sam Montgomery  
Bargaining Committee  
BCUWU



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Brett Harper  
Bargaining Committee  
BCUWU



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Richard Tones  
President  
BCUWU

## **LETTER OF UNDERSTANDING #6**

*Between:*

**Professional Employees Association**

*And:*

**BCUWU**

### **RE: JOINT COMMITTEE ON JOB DESCRIPTION**

It is confirmed that all employees shall have a job description. The parties will meet as a joint union-management committee, within 90 days of ratification of this collective agreement to review and confirm a job description for each job title. This process shall ensure input from incumbent employees in each job category.

The joint committee shall convene as per Article 1.07.

Agreed to this 27<sup>th</sup> day of November, 2019 in the City of Victoria in the Province of British Columbia.

For the Employer:



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Scott McCannell  
Executive Director  
Professional Employees Association



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Sheryl Karras (Jul 6, 2020 13:55 PDT)

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Sheryl Karras  
Bargaining Committee  
PEA



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Cherene Palmer (Jul 6, 2020 08:57 PDT)

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Cherene Palmer  
First Vice-President

For the Union:



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Daniel Rowe (Jun 24, 2020 08:30 PDT)

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Dan Rowe  
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Brett Harper  
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Richard Tones  
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BCUWU