

# **COLLECTIVE AGREEMENT**

Between the

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 50**

And the

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

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**JANUARY 1, 2017 – DECEMBER 31, 2019**

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## **COLLECTIVE AGREEMENT**

**BETWEEN THE:**

**BRITISH COLUMBIA SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS  
(VICTORIA BRANCH)**

(hereinafter referred to as the "Employer")

**AND THE:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 50**

(hereinafter referred to as the "Union")

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

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

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

**AND WHEREAS** the right of the sick or injured animals to uninterrupted, skilful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this it is important that harmonious relations be continued between the Employer and its employees;

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

**ARTICLE 1 DEFINITIONS**

**1.01 Employee**

“Employee” shall mean a person who is an employee as defined in the Labour Relations Code of British Columbia.

**1.02 Probationary Employee**

“Probationary employee” shall mean a person serving an initial trial period of six (6) calendar months from date of hire to determine suitability for employment as a “regular employee”.

**1.03 Regular Employee**

“Regular employee” shall mean an employee, full and part-time, who has successfully completed the probationary period and who is employed on a regular basis.

**1.04 Employee Benefit Entitlement**

Regular and probationary employees shall be entitled to all benefits provided by the Collective Agreement from date of hire except as otherwise provided.

Employees applying for benefits pursuant to Articles 27.02 and 27.03 shall have completed a minimum of three (3) months employment and are scheduled to work a minimum of twenty (20) hours per week.

**1.05 Temporary Employee**

“Temporary employee” is an employee who is employed on a temporary, irregular or casual basis either for indefinite short-term relief or for a specific project or undertaking. Such employees shall however be paid in accordance with the appropriate job classification listed in the wage or salary schedules attached hereto and forming part of this Agreement, except where such employment for students is covered under a senior government assistance programme, in which case the rates of pay shall be negotiated.

**ARTICLE 2 MANAGEMENT RIGHTS**

**2.01 Management Rights**

The Employer shall have the right to manage and direct the working force within the bargaining unit, subject to the terms of this agreement.

## **ARTICLE 3 RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, Local 50 as the sole and exclusive collective bargaining agency for all of its employees save and except those excluded by the Labour Relations Code of British Columbia and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Work of the Bargaining Unit**

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

### **3.03 No Other Agreements**

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

### **3.04 Right of Fair Representation**

The Union shall have the right at any time, upon reasonable notice, to have the assistance of representatives of the Canadian Union of Public Employees when dealing in matters relating to this Agreement or negotiating with the Employer.

### **3.05 Union Officers and Committee Members**

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement including, but not limited to, the investigation and processing of grievances and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties during the employee's regular working hours, including work performed on various committees, shall be considered as time worked.

## **ARTICLE 4 HUMAN RIGHTS**

### **4.01 No Discrimination**

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, handicap, nor by reason of the employee's membership in the Union.

### **4.02 Sexual Harassment**

- (a) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, workplace relationships or endangers an employee's employment status or potential.
- (b) Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- (c) Where the alleged harasser is the person whose work normally deals with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (d) No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a complaint of sexual harassment.

### **4.03 Personal Harassment**

- (a) Personal harassment shall be defined as intentional comments, bullying and/or actions calculated to demean, belittle, humiliate or intimidate an individual.
- (b) Cases of personal harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- (c) Personal harassment of another employee in carrying out the duties or in the provision of their service in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor is unacceptable.
- (d) Where the alleged harasser is a person whose work normally deals with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (e) No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a complaint of personal harassment.

## **ARTICLE 5 UNION SECURITY**

### **5.01 All Employees to be Members**

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

## **ARTICLE 6 CHECK-OFF OF UNION DUES**

### **6.01 Check-off Payments**

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues, fees and/or assessments as may be determined from time to time by the said Union.

### **6.02 Deductions**

The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made, such deduction to be remitted to the Union treasurer not later than the tenth (10th) day of the following month.

## **ARTICLE 7 NEW EMPLOYEES**

### **7.01 New Employees**

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

## **ARTICLE 8 CORRESPONDENCE**

### **8.01 Correspondence**

All correspondence between the parties arising out of this Agreement incidental thereto shall be e-mailed or faxed, with a hard copy mailed by public post only upon request. The authorized recipient for CUPE Local 50 shall be the President. The authorized recipient for the BCSPCA shall be the BC SPCA – Victoria Branch Manager, with a copy to the BC SPCA GM Human Resources.

## **ARTICLE 9 LABOUR – MANAGEMENT COMMITTEE**

### **9.01 Establishment of Committee**

A Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees. The committee shall share the chair and secretarial duties.

### **9.02 Function of Committee**

- (a) The Employer and the Union shall consult regularly during the term of the agreement about issues relating to the workplace that affect the parties or any employee bound by this agreement.
- (b) The purpose of the Labour-Management Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

### **9.03 Meetings of Committee**

The committee shall meet at least every six (6) months as required, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

### **9.04 Minutes of Meetings**

Minutes shall be kept of all meetings and shall be made available and mailed to the President of the Union.

### **9.05 Jurisdiction of Committee**

The committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of this Collective Agreement.

## **ARTICLE 10 LABOUR – MANAGEMENT BARGAINING RELATIONS**

### **10.01 Union Bargaining Committee**

A Union Bargaining Committee shall consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members on the committee.

### **10.02 Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

## **ARTICLE 11 RESOLUTIONS AND REPORTS**

### **11.01 Copies of Resolutions**

Copies of all rules and regulations adopted by the Board which affect the members of this Union are to be posted on all bulletin boards.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.01 Settling of Grievances**

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

Step 1: Within ten (10) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with the Branch Manager. If the employee so desires, a shop steward may be present during discussion at this step.

Step 2: If no settlement is reached at Step 1, the Union shall submit the grievance, in writing, to the General Manager, Operations within ten (10) working days of the discussion provided at Step 1. The General Manager, Operations or designate shall meet with the employee and shop steward, or other representative of the Union, within ten (10) working days of the General Manager, Operation's receipt of the grievance, in an attempt to reach a satisfactory settlement.

**Step 3:** If no settlement is reached at Step 2, the Union shall submit the grievance, in writing, to the Chief Executive Officer within ten (10) working days of the discussion provided at Step 2. The Chief Executive Officer, or designate shall meet with the Union representatives and employee within ten (10) working days of the Chief Executive Officer's receipt of the grievance, in an attempt to reach a satisfactory settlement.

**Step 4:** If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, such request shall be to the other party, in writing, within ten (10) working days of the last meeting provided at Step 3.

#### **12.02 Extension of Time Limits**

The Union and the Employer may by mutual agreement, in writing or otherwise, extend the time limits mentioned above.

#### **12.03 Policy Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of Article 12.01 may be bypassed.

#### **12.04 Recognition of Union Stewards and Union Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union stewards. The steward shall assist any employee which the steward represents in preparing the employee's grievance in accordance with the grievance procedure. The Union shall notify the Employer in writing of the names of each Union steward and Union Grievance Committee members.

#### **12.05 Permission to Leave Work**

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes. The Union recognizes that each steward is employed full time by the Employer and that the employee will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor.

#### **12.06 Grievances on Safety**

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

## **ARTICLE 13 ARBITRATION**

### **13.01 Selection of Arbitrator**

Where either party has referred a grievance to arbitration, the parties must agree on a single arbitrator, or failing such agreement, the Director of the Collective Agreement Arbitration Bureau, established under the Labour Relations Code of British Columbia, shall appoint a single arbitrator.

### **13.02 Arbitrator's Procedure**

The arbitrator may determine their own procedure in accordance with the Labour Relations Code of British Columbia and shall hear the parties and settle the terms of the question to be arbitrated and make their award within thirty (30) days of its first meeting.

### **13.03 Decision of the Arbitrator Board**

The Arbitrator shall deliver their award in writing to each of the parties, giving reasons for the decision and the award shall be final and binding on all parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which the arbitrator deems just and equitable, however the arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

### **13.04 Disagreement on Decision**

Should the parties disagree as to the meaning of an arbitrator's decision either party may apply to the arbitrator for clarification.

### **13.05 Amending of Time Limits**

The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties.

### **13.06 Expenses of the Board**

Each party shall share equally the cost and expenses of the arbitrator.

### **13.07 Expedited Arbitration**

- (a) The parties may, by mutual agreement, refer to this Expedited Arbitration process for any outstanding grievance filed at Arbitration.
- (b) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (c) An Expedited Arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter, with the exception of discipline which may remain on an employee's file.
- (d) All settlements of Expedited Arbitration cases prior to hearing shall be without prejudice.
- (e) Notwithstanding (a) above, either party may remove from the Expedited Arbitration process any matter at any time prior to the hearing and forward the matter through the Arbitration process established pursuant to Article 13.01. In such an event, time limits shall not act as a bar to the grievance proceeding to Arbitration.
- (f) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of Authorities during their presentations.
- (g) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (h) Neither party shall appeal a decision of an Expedited Arbitration.

## **ARTICLE 14 DISCHARGE, SUSPENSION AND DISCIPLINE**

### **14.01 Discharge and Discipline Procedure**

At the time of discipline or discharge an employee shall be given the reason in the presence of their steward or Union representative, if the employee so desires. Such employee and the Union shall be notified in writing by the Employer with full disclosure of the reason for such discipline or discharge, unless the employee concerned requests otherwise.

### **14.02 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12 of this Agreement. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

### **14.03 Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

### **14.04 Unjust Suspension or Discipline**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable by mutual agreement of the parties hereto, or by the decision of a Board of Arbitration if the matter is referred to such a Board.

### **14.05 Crossing of Picket Lines During Strikes**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action other than loss of wages for the period involved.

#### **14.06 Personnel Records**

- (a) Upon reasonable notice an employee shall have the right, upon reasonable notice, to have access to and review their personnel records.
- (b) Any information placed on the employee's personnel record that may be considered to be adverse towards the employee shall be provided to the employee at the same time it is entered onto their personnel record so that the employee may respond, in writing, and have their response become part of their employment record. Nothing in this clause prevents an employee from filing a grievance over any matter that is being filed or is filed on their personnel record.
- (c) An employee shall have the right to request copies of any material contained on their personnel record.

#### **14.07 Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

### **ARTICLE 15 SENIORITY**

#### **15.01 Seniority Defined**

For purposes of this Agreement, seniority shall be defined as the length of an employee's employment from the date of last hire in a regular position. Regular part-time employees shall accumulate seniority on the basis of their hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on Workers' Compensation benefits, the LTD qualification period and while receiving LTD benefits, union leaves, jury and court witness duty, leave for education and training purposes, and all other leaves. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

On call personnel will be credited at one-third (1/3rd) of their on-call hours. When a regular part-time or on-call employee becomes a regular full time employee their hours worked will be converted to a date of hire.

### **15.02 Seniority List**

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in March of each year.

### **15.03 Probation for Newly Hired Employees**

A newly hired employee shall be on probation only for the time period as defined in Article 1.02. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period seniority shall be effective from the original date of employment.

### **15.04 Loss of Seniority**

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer. An employee shall only lose seniority in the event:

- (a) An employee is discharged for just cause and is not reinstated.
- (b) An employee resigns.
- (c) The date and time to report may be extended by a maximum of five (5) working days upon the approval of the employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the employer permit.
- (d) An employee is laid off for a period longer than twelve (12) months.

## **ARTICLE 16 PROMOTIONS AND STAFF CHANGES**

### **16.01 Job Postings**

- (a) When a new position is created or when a vacancy occurs, the Employer shall post notice of the position in the Employer's offices and on all bulletin boards for a minimum of seven (7) days so that all members will know about the vacancy or new position.
- (b) Temporary vacancies shall not be posted under this Article, save and except that temporary vacancies which are foreseen to exceed one (1) month shall be posted.

### **16.02 Information in Postings**

Such notice shall contain the following information:

- Nature of position,
- Qualifications,
- Required knowledge, education and skills,
- Shift and hours of work,
- Wage or salary rate or range.

### **16.03 No Outside Advertising**

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

### **16.04 Role of Seniority in Promotions and Transfers**

The following factors shall receive consideration in filling posted vacancies, promotions and transfers:

- Qualifications,
- Experience,
- Efficiency, and
- Ability

When qualifications, experience, efficiency and ability required to perform the work in question are equal among those individuals involved, the senior employee shall receive preference.

#### **16.05 Trial Period**

The successful applicant shall be given a trial period of three (3) months. Conditional upon satisfactory performance the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

#### **16.06 Notification**

Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be sent to each applicant from within the bargaining unit and a copy posted on all bulletin boards. The Employer shall mail to the President of the Union notifications of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment within five (5) working days.

#### **16.07 Accommodation of Employees**

If an employee is unable to perform their pre-disability duties as a result of injury, illness or handicap and, subject to bona fide operational considerations, the parties shall assess, up to the point of undue hardship, their duty to accommodate such an employee.

The Employer acknowledges that a time limited graduated return to work program may be appropriate for some employees returning to work following an injury or illness. The Employer agrees to cooperate in such a program, subject to operational requirements.

#### **16.08 On-the-Job Training**

The Employer shall continue to offer on the job training so that employees shall have a reasonable opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

## **ARTICLE 17 LAYOFFS AND RECALLS**

### **17.01 Seniority Recognition**

Employees shall be laid-off on the basis of the classification designated for lay-off in reverse order of seniority, with the senior employee(s) being retained in that classification, provided that the employee(s) to be retained has the qualifications and ability to perform the work in question.

### **17.02 Notice of Layoff**

The Employer shall provide written notice to employees who are to be laid off from regular employment two (2) calendar weeks prior to the effective date of such layoff. Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week and for each subsequent completed year of continuous service an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks notice, shall be given. If the employee has not been given an opportunity to work the applicable notice period the employee shall be paid for that portion of the notice period during which work was not made available.

### **17.03 Bumping Procedure**

Within three (3) working days following notification that they occupy a position designated for layoff, employees shall be given the opportunity to exercise their seniority by indicating the desire to bump into another position either laterally or downward, provided always that the bumping employee has the qualifications and ability required to perform the work in question. Failure to indicate the desire to bump into another position when given the opportunity under this Article shall result in the affected employee being laid off.

### **17.04 Appraisal Period**

An employee who elects to bump in accordance with this Article or who is re-employed in accordance with this Article, shall serve an appraisal period not exceeding one (1) month (except when re-employed in the same position occupied before the layoff) in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position the employee shall be laid off. In no event shall an employee be permitted to bump a second time as a result of the same layoff.

### **17.05 Lieu of Notice**

Within three (3) working days of being notified of layoff and as an alternative to either bumping into another position or working the notice period and being laid off, the affected employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election and by so electing, not work the balance of such notice period. Employees who elect to take severance pay shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

### **17.06 Layoff List Placement**

Employees laid off from regular employment in accordance with this Article and not electing to take severance pay shall be placed on the recall list in seniority order for a period of twelve (12) months from the date of layoff.

### **17.07 Recall Rights**

Should regular vacancies occur following layoff, the Employer shall attempt to recall a former employee on the recall list having the qualifications and ability required to perform the work in question before offering employment to a new employee.

### **17.08 Notification Procedure – Recall to Regular Employment**

It shall be the responsibility of laid off employees to notify the Employer in writing of their current telephone number and postal address. The Employer shall attempt to contact a former employee on the recall list having the qualifications and ability required to perform the work in question at the telephone number so provided to instruct the employee of the date and time to report for work. Failing personal contact the Employer shall send a registered letter to the employee's current postal address. Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date or should the employee either not accept the recall under this Article or fail to report on the date and time required, the position will be offered to the next person on the recall list having the qualifications and ability.

## **17.09 Recall and Notification Procedure – Short Term Relief**

Should a vacancy for short term relief work occur, the employer shall attempt to recall a former employee on the recall list having the qualifications and ability required to perform the work in question before offering employment to a new employee. The employer shall attempt to contact a former employee on the recall list having the qualifications and ability required to perform the work in question at the telephone number provided, to instruct the employee of the date and time to report to work. The former employee may decline to accept a short-term relief assignment without affecting his or her rights of recall to a regular position. The employer is only obliged to make one attempt to offer short term relief work to a former employee by calling the telephone number provided by the employee. Should the former employee fail to respond to the employer within twenty-four (24) hours of the employer calling to offer the short term relief work, or should the employee decline to accept the recall to short term relief work, then the employer may offer the short term relief work to another former employee, or in the event that there is no other former employee on the recall list having the qualifications and ability required to perform the work, the employer may hire a new employee.

## **ARTICLE 18 HOURS OF WORK**

### **18.01 Regular Daily Hours**

Regular daily hours shall be as follows:

(a) **Designated On-Call**

Twenty-four (24) hours a day, seven (7) days a week.

(b) **Patrol and Office Hours**

Seven and one-half (7½) consecutive hours between the hours of 7:00 a.m. and 8:00 p.m.

### **18.02 Regular Weekly Hours**

A regular work week shall consist of five (5), seven and one-half (7½) hour days with two (2) consecutive days off.

### **18.03 Rest Periods / Meal Breaks**

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first (1st) half and second (2nd) half of each scheduled work period at a time and place mutually agreed to by the parties hereto.

An unpaid meal break of one (1) hour shall be scheduled and normally taken immediately upon completion of the first (1st) four (4) hours of any shift.

### **18.04 Lunch Schedule**

- (a) The Employer agrees to schedule lunch break times for the Animal Protection Officers on a weekly basis and such schedule shall be posted each Friday for the following week.
- (b) Under unexpected circumstances the Union recognizes that situations may arise where scheduling may be changed with less notification.

## **ARTICLE 19 OVERTIME**

### **19.01 Overtime Defined**

All time worked before or after the regularly daily hours, the regular weekly hours, or on a paid holiday as provided in Article 20.01, shall be considered overtime.

### **19.02 Overtime Compensation**

Authorized overtime work shall be paid for at the rate of time and one-half (1 ½ x) for the first three (3) hours and double time (2 x) after three (3) hours in any one day or shift.

### **19.03 Compensation For Work on Days Off**

Overtime work on an employee's regularly scheduled day off shall be paid for at the rate of double time (2 x).

### **19.04 Part-time Employees**

A part-time employee working less than the regular working hours per day or week shall be paid straight time pay during the employee's regularly scheduled part-time hours. Overtime rates shall apply if work is extended beyond the regular full-time hours per day or week.

### **19.05 Call-back Pay Guarantee**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the employees' regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed the employee shall be allowed to leave. The employee shall be paid from the time the employee is called to report for duty until the time the employee arrives back upon proceeding directly from work.

### **19.06 Time Off in Lieu**

- (a) Instead of cash payment for overtime an employee may choose to receive time off at the overtime rate at a time mutually agreed upon between the employee and the authorized Employer representative.
- (b) There may be an accumulation of up to a maximum of ten (10) working days of time off in lieu.
- (c) All overtime earned in excess of the ten (10) working days shall be paid out at the earned rate.

### **19.07 Standby**

- (a) For each full week that a regular employee is designated by the employer to be on standby duty, the employee shall receive the amount of one hundred dollars (\$100.00). For periods served of less than one (1) full week, a pro-rated reduction in this amount shall be made.
- (b) Any employee acting as Night Attendant or designated alternate, required by the Branch Manager or designated alternate, to carry and respond to the communication devices, such as but not limited to: cell phones, pagers, mobile radios outside their regular work schedule shall be deemed to be on standby for the purposes of this article.

## **ARTICLE 20 STATUTORY HOLIDAYS**

### **20.01 List of Holidays**

All regular full time employees shall receive one (1) day pay for the following holidays:

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

AND all holidays proclaimed by the British Columbia and federal governments.

Probationary, regular part-time, and temporary employees will be eligible for one (1) day's pay provided they have been employed for thirty (30) calendar days before the statutory holiday and have worked or earned wages on fifteen (15) of the thirty (30) days immediately before the statutory holiday.

### **20.02 Holidays on Days Off**

When any of the above-noted paid holidays fall on an employee's days off, the employee is entitled to an additional day off with pay.

## **ARTICLE 21 VACATIONS**

### **21.01 Length of Vacation**

*A full-time employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:*

- Less than one (1) year 1¼ working days for each month
- One (1) year or more 15 working days
- In the calendar year of the fifth (5th) anniversary and each year thereafter 20 working days
- In the calendar year of the tenth (10th) anniversary and each year thereafter 25 working days
- In the calendar year of the sixteenth (16th) anniversary and each year thereafter 26 working days
- In the calendar year of the seventeenth (17th) anniversary and each year thereafter 27 working days
- In the calendar year of the eighteenth (18th) anniversary and each year thereafter 28 working days
- In the calendar year of the nineteenth (19th) anniversary and each year thereafter 29 working days
- In the calendar year of the twentieth (20th) anniversary and each year thereafter 30 working days

### **21.02 Maximum Vacation**

Upon request an employee with less than three (3) weeks of earned vacation may be granted sufficient leave of absence without pay to allow a maximum of three (3) weeks vacation, subject to operational requirements.

### **21.03 Compensation for Holidays Falling Within Vacation Schedules**

If a paid holiday falls or is observed during an employee's vacation period they shall be allowed an additional vacation day with pay at a time mutually agreed.

#### **21.04 Vacation Pay on Termination**

An employee terminating employment at any time in the vacation year prior to using their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination.

#### **21.05 Accumulation**

Unless otherwise mutually agreed, earned vacation shall be taken prior to December 31st of each year.

#### **21.06 Preference in Vacations**

Vacations shall be granted as far as possible in accordance with the request of each employee. If two (2) or more employees request the same period and if the operation of the Employer will not permit the absence of a number of employees at the same time, then seniority shall be the determining factor.

#### **21.07 Vacation Schedules**

Mutually arranged vacation schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Upon request and wherever possible, vacations shall commence immediately following an employee's regularly scheduled days off. No employee will be obliged to schedule vacation that is not agreeable to the employee. Should employees not arrange all their vacation by May 1st of each year, subsequent vacation shall be arranged by mutual agreement on a first come, first served basis, without regard to seniority.

#### **21.08 Unbroken Vacation Period**

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer. Unless an emergency arises, no period of vacation shall be for less than one (1) week duration.

#### **21.09 Overtime Vacation Rate**

No employee shall be required to work during the employee's scheduled vacation period. However should an employee agree to work when requested during their scheduled vacation, they shall be paid at double the regular rate of pay plus one (1) vacation lieu day off for each day in which work was performed.

## **21.10 Sick Leave During Vacation**

If an employee produces medical evidence, satisfactory to the Employer, proving that the employee was incapacitated to the extent which required the employee to be confined to bed or hospitalized, by order of a medical practitioner, through sickness and/or injury for a period of three (3) working days or more during the employee's annual vacation, the period during which the employee was confined to bed or hospital shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's sick leave, subject to the agreement of the Employer.

NOTE: Such evidence must indicate the nature of the incapacitation and why and how such incapacitation would require confinement to bed.

## **ARTICLE 22 SICK LEAVE PROVISIONS**

### **22.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist for which appointments cannot be arranged outside of working hours, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **22.02 Amount of Paid Sick Leave**

Regular full time employees shall accrue sick leave at the rate of one and a half (1½) days for each month worked. Regular part-time employees will accrue sick leave credits on a pro-rata basis. Sick leave credits will continue to accrue while the employee is on vacation, statutory holidays, paid sick leave or other paid leave.

Sick leave is only payable because of sickness or disability and employees who are absent from duty may be required to prove sickness or disability.

The Employer may require an employee to provide at the Employer's expense a medical certificate from a qualified physician to confirm the employee's claim of sickness or disability for each leave of more than three (3) days. However, the Employer may require such a certificate for leaves of less than three (3) days.

### **22.03 Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue to a maximum of ninety (90) working days.

### **22.04 Illness in the Family**

Where no one at home other than the employee can provide for the needs during illness of an immediate family member, an employee shall be entitled to use a maximum of one (1) day sick leave per calendar year to make arrangements for the care of the family member who is ill, provided the employee notifies their supervisor in advance.

### **22.05 Deductions From Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

### **22.06 Extension of Sick Leave**

An employee with more than one (1) year of service who has exhausted their sick leave credits may be granted an extension of sick leave. Upon return to duty, the employee shall repay the extension of sick leave by accruing only one-half ( $\frac{1}{2}$ ) of the employee's monthly sick leave entitlement, until such time as the employee has repaid the extension of sick leave in full. No employee shall have their service terminated by virtue only of having exhausted their sick leave credits.

### **22.07 Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to the employee's credit.

## **ARTICLE 23 LEAVE OF ABSENCE**

### **23.01 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer if negotiations are conducted during working hours.

### **23.02 Grievance and Arbitration Pay Provisions**

Representatives of CUPE Local 50 shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

### **23.03 Leave For Union Functions**

Upon request to the Employer, one (1) employee at any one time who is elected or appointed to represent the Union at conventions or conferences shall be allowed leave of absence. Up to six (6) occasions in a calendar year two (2) members of the bargaining unit shall be allowed leave of absence up to five (5) days, subject to operational requirements.

Such leave shall be without pay and without loss of benefits. The Employer shall continue to maintain the employee on payroll and shall invoice the Union for lost wages.

### **23.04 Pay During Leave of Absence for Union Work or Conventions**

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions, however the Union shall reimburse the Employer for all pay and benefits during the period of absence.

### **23.05 Compassionate and Bereavement Leave**

- (a) In the event of the death of a spouse or other member of the immediate family of an employee, the employee shall be allowed compassionate leave with pay for a period of up to three (3) consecutive working days.
- (b) Where the employee is required to attend outside the Province, such leave shall also include reasonable traveling time, not to exceed seven (7) days without pay.
- (c) Notwithstanding the provisions contained in this Article, the employee will provide the Employer with reasonable proof of bereavement relationship.
- (d) For the purposes of Article 23.05:
  - (1) Spouse means an individual to whom the employee is married or with whom the employee has been cohabiting for a period of not less than two (2) years if there are no children born of that union or for a period of not less than (1) year if there are children of that union.
  - (2) Immediate family means spouse, parent, guardian, grandparent, grandchild, son, daughter, foster child, brother or sister of the employee or the employee's spouse.

### **23.06 Time Off For Elections**

Employees shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal or provincial elections.

### **23.07 Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The employer shall pay such an employee their regular salary provided the employee turns over to the Employer any monies the employee receives for jury or court witness duty excluding payment for travelling, meals or other expenses.

### **23.08 General Leave**

An employee, after two (2) years of service, shall be entitled to leave of absence without pay and without loss of seniority when the employee requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer shall not be withheld without just cause.

## **ARTICLE 24 MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **24.01 Length of Leave**

#### **(a) Birth Mother**

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

#### **(b) Birth Father**

An employee who is the birth father of a newborn child shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

#### **(c) Adoptive Parent**

An employee who is an adoptive parent shall be entitled to up to thirty-seven (37) consecutive weeks of adoption leave without pay.

The employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

#### **(d) Extensions – Special Circumstances**

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An employee shall be entitled to extend adoption leave by up to an additional five (5) consecutive weeks leave without pay where the child, before coming into the employee's care and custody, is certified as suffering a physical, psychological or emotional condition.

#### **(e) Maximum Allowable Leave**

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks.

#### **24.02 Notice Requirements and Commencement of Leave**

- (a) An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.
- (b) An employee on maternity, adoption or parental leave shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of Maternity/Parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (c) An employee on maternity, adoption or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (d) A birth mother who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (e) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

#### **24.03 Return to Work**

On resuming employment an employee shall be reinstated to the employee's previous position or a comparable position if the employee's previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in Article 24.05 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation, which is unpaid.

#### **24.04 Sick Leave**

- (a) Subject to the provisions of Section 22 (Sick Leave Provisions), an employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (b) An employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (c) Notwithstanding Article 24.04 (b) an employee on maternity leave, adoption leave or parental leave who has notified the Employer of the employee's intention to return to work pursuant to Article 24.02 (c) or (d) and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall, subject to the provisions of Section 22 (Sick Leave Provisions), be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

#### **24.05 Benefits**

- (a) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave if the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared.
- (b) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the employee contributions of Article 27.01 Pension Plan.

#### **24.06 Paternity Leave**

The employee will inform the Employer at least one (1) month before the desired leave of absence, which may be before and/or after the birth. On request, the employee will supply a medical report confirming that the employee's spouse is pregnant and indicating the anticipated date of delivery. Two (2) days leave of absence with full pay and benefits, i.e. – date of birth and date of discharge from hospital, shall be granted.

## **ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCES**

### **25.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

### **25.02 Temporary Transfers – Higher Rated Job**

When an employee temporarily relieves in or performs the principal duties of a higher paying position he or she shall receive the rate for the job.

### **25.03 Temporary Transfers – Lower Rated Job**

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

### **25.04 Educational Allowance**

The Employer shall pay the cost of an academic or technical course approved by the Employer, and if an employee's application for approval is denied, the employee shall be given the reason for denial. Such courses must be work related and payment of cost shall only be made upon successful completion of courses.

Leave of absence with pay will be granted to allow employees to write examinations to improve qualifications in the service where the connection between the course and the Employer's operation is positive and direct. Employees should provide at least ten (10) days of written notice of this leave.

Leave of absence of up to one (1) week without loss of pay, benefits or seniority may be granted to allow an employee to participate in courses to improve qualifications.

The Employer may, in its discretion, grant leave of absence to an employee for more than one (1) week, for the purpose of allowing that employee to improve qualifications, with the terms of Employer financial assistance to be arranged between the Employer and the employee concerned.

### **25.05 Cash Shortages**

An employee handling cash shall not be responsible for shortages except in the case of criminal negligence, theft, or fraud.

## **25.06 Tools and Equipment**

The Employer shall determine and provide all tools and equipment required by the employees to perform their work assignments.

## **25.07 Severance Pay**

### **(a) Employees Hired Prior to May 1, 2008**

A regular employee leaving the employ of the BC SPCA for any reason other than being dismissed for cause, who commenced employment with the BC SPCA – Victoria Branch, prior to May 1, 2008, and after ten (10) years of service shall be entitled to receive a severance allowance calculated on the basis of one (1) week of pay for every two (2) years of service up to a maximum of twenty (20) weeks pay.

### **(b) Employees Hired After May 1, 2008**

A regular employee leaving the employ of the BC SPCA for any reason other than being dismissed for cause, who commenced employment with the BC SPCA – Victoria Branch, after May 1, 2008, after ten (10) years of service shall be entitled to receive a severance allowance calculated on the basis of one (1) week of pay for every two (2) years of service up to a maximum of ten (10) weeks pay.

## **25.08 Direct Deposit**

All employees shall participate in a system of direct deposit of paycheques. Implementation of and amendments to the system shall be by mutual agreement of the parties.

## **ARTICLE 26 JOB CLASSIFICATION AND RECLASSIFICATION**

### **26.01 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent within one hundred twenty (120) days of the signing of this Agreement. The Union or the employee may grieve in the event of disagreement.

### **26.02 No Elimination of Present Classifications**

Classifications as established in accordance with Article 26.01 shall not be eliminated or changed without prior notice of sixty (60) days. In the event of disagreement the matter shall be referred to the grievance procedure.

### **26.03 Changes in Classification**

The Employer shall prepare a new job description whenever a job is created or whenever a significant change in duties of a present classification occur. Any disagreement shall be subject to the grievance procedure.

## **ARTICLE 27 BENEFIT PLANS**

### **27.01 Pension Plan**

The present conditions of the staff pension plan, i.e. RRSP contributions, shall be continued with eligibility to participate following one (1) year of service with the Employer. There shall be no minimum age provision.

The employee may voluntarily make a contribution of up to five percent (5%) of the employee's regular earnings to the RRSP and, if so made by the employee, the Employer shall match the employee's contributions. The plan shall remain in effect until another pension plan is negotiated which is acceptable to the Employer and the Union.

### **27.02 Medical, Extended Health and Dental Plans**

Present coverage shall continue with payment on the following basis:

<u>Medical Services Plan</u>	-	50% paid by the Employer
	-	50% paid by the employee
<u>Extended Health Care</u>	-	75% paid by the Employer
	-	25% paid by the employee

NOTE: Effective July 1, 2003 eye examination every two (2) years up to seventy-five dollars (\$75.00) per examination per employee and dependents will be included.

<u>Dental</u>	-	75% paid by the Employer
	-	25% paid by the employee.

### **27.03 Group Life Insurance, A.D.&D. and Long Term Disability**

The present conditions of coverage shall continue as per the terms and conditions of the insurance policies. The premium costs of these plans shall be paid one hundred percent (100%) by the employee.

Present coverage provided is:

<u>Life Insurance</u>	-	1 x Annual Salary
	-	Maximum Benefit: \$250,000.00
	-	Benefit reduces by 50% at age 65; terminates at age 70
<u>A.D. &amp; D.</u>	-	Same as Life Insurance
<u>Long Term Disability</u>	-	60% of monthly earnings
	-	Maximum Benefit: \$3,500.00
	-	Elimination Period: 119 days
	-	Benefit Period: To Age 65
	-	Definition: 2-year own occupation

Effective July 1, 2003, the premium costs of the A.D. & D. and Life Insurance shall be paid seventy-five percent (75%) by the Employer and twenty-five (25%) by the employee.

The Union agrees that the Employer may move the coverage for all benefits from current insurer(s) to Pacific Blue Cross without reduction of benefits. For information purposes, the Employer agrees to provide copies of the insurance plan(s) to the Union.

### **27.04 Benefits Committee**

The parties to this agreement shall form a committee, three from Management, two from the Union and chaired by a management representative. This committee will meet to discuss and agree on the insurance carrier for the benefits provided in this Article.

### **27.05 Benefits While on Sick Leave, LTD and WCB**

The Employer will continue to pay its share of the premiums for the benefits set out in Article 27 for the following periods:

- (a) During the period an employee, who is enrolled in the benefits, is in receipt of paid sick leave; and
- (b) During the period an employee, who is enrolled in the benefits, is in receipt of Workers' Compensation wage loss benefits or Long Term Disability benefits, for a maximum period of fifty-two (52) weeks and subject to the employee paying their share of the premiums not later than the date the premiums are due.

## **27.06 Same Sex Relationships**

An employee who cohabitates with a person of the same sex and who promotes that person as a "spouse" (partner) and who has done so for a period of not less than two (2) years shall be eligible to have that person covered as a spouse for the purposes of the Medical Services Plan, Extended Health Care Plan and Dental Plan and leaves related to family matters. This coverage includes dependents of the employee's same sex spouse.

## **ARTICLE 28 HEALTH AND SAFETY**

### **28.01 Workers' Compensation Act**

The Employer shall at all times make provision for the safety of the employees as required by the Workers' Compensation Act of the Province of British Columbia.

### **28.02 Union – Employer Health and Safety Committee**

A Health and Safety Committee shall be established as provided in Article 9 for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices.

## **ARTICLE 29 TECHNOLOGICAL AND OTHER CHANGES**

### **29.01 Technological Change**

The Employer shall notify the Union as far as possible in advance of intent to institute technological changes which will result in a reduction of the work force.

### **29.02 Retraining**

Whenever an employee's job is discontinued or new or greater skills are required as a result of technological change, every effort will be made to locate the employee elsewhere and a period of up to three (3) months will be allowed for training to qualify the employee for the new work. During the first three (3) months the employee's rate shall not be reduced and after that period the employee shall be paid the appropriate rate for the new job.

## **ARTICLE 30 JOB SECURITY**

### **30.01 Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services presently performed by the employees of the bargaining unit shall not be subcontracted if such action would result in layoffs.

## **ARTICLE 31 UNIFORM AND CLOTHING ALLOWANCE**

### **31.01 Union Made Clothing**

All uniforms and clothing issued by the Employer shall be made in Canada.

### **31.02 Maintenance of Work Clothing or Uniforms**

- (a) It shall be the responsibility of the Employer to dry clean uniforms and maintain same.
- (b) The Employer agrees to provide uniforms for the full-time Animal Protection Officers as follows:
  - (1) Winter weight jacket with zip-out liner.
  - (2) One (1) necktie.
  - (3) Four (4) shirts.
  - (4) Two (2) pairs slacks/pants.
- (c) Part-time Animal Protection Officers and relief Animal Protection Officers shall be given the use of one (1) BC SPCA jacket.
- (d) The Employer will contribute up to sixty dollars (\$60.00) per year for footwear for Regular Full-time and Part-time Animal Protection Officers. The Employer reserves the right to determine the type and colour of footwear. Animal Protection Officers will wear the footwear at all time while in uniform and will keep them appropriately cleaned and polished.
- (e) The Employer agrees to provide all other regular Full-time and Part-time staff with two (2) polo shirts annually, with the exception of Wild ARC staff, each of whom shall be provided with two (2) scrub tops.
- (f) The Employer, upon request, shall provide a pair of rubber boots and coveralls for any employee who is directed to work in the kennels.
- (g) Raingear shall be supplied in each truck for each part-time and each full-time Animal Protection Officer, if requested by the Animal Protection Officer.

### **31.03 Annual Footwear Reimbursement**

The Employer will contribute up to sixty dollars (\$60.00) per year for footwear for employees who are required to wear a uniform at work. The Employer reserves the right to determine the type and colour of footwear. Employees will wear the footwear at all time while in uniform and will keep them appropriately cleaned and polished.

## **ARTICLE 32 GENERAL CONDITIONS**

### **32.01 Proper Accommodations**

In the event any structural changes are made to the facilities during the life of this Agreement, suitable accommodation for the employees will be considered.

### **32.02 Bulletin Boards**

The Employer shall provide a bulletin board which shall be placed so that employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **32.03 Communication to Members**

Union representatives are entitled to distribute union literature. Such distribution shall be limited to the employee lunchroom and rest areas.

## **ARTICLE 33 TERM OF AGREEMENT**

### **33.01 Duration**

This Agreement shall be binding and remain in full force and effect from the 1st day of January 2017 to the 31st day of December 2019. The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia.

### **33.02 Negotiations**

If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

### **33.03 Retroactivity**

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.



**SCHEDULE "A"**

**B.C.S.P.C.A. and CUPE LOCAL 50  
(VICTORIA BRANCH)**

	<b>January 1, 2016</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>	<b>January 1, 2019</b>
		<b>0.5%</b>	<b>1%</b>	<b>2%</b>
<b>Classifications</b>	<b>Hourly</b>			
* Kennel Assistant/Shelter Assistant Wildlife Assistant Junior Wildlife Rehabilitator Night Attendant	<b>14.18</b>	<b>14.25</b>	<b>14.39</b>	<b>14.68</b>
	<b>January 1, 2016</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>	<b>January 1, 2019</b>
		<b>0.5%</b>	<b>1%</b>	<b>2%</b>
<b>Classifications</b>	<b>Hourly</b>			
Receptionist	<b>18.38</b>	<b>18.47</b>	<b>18.65</b>	<b>19.02</b>
Wildlife Rehabilitator	<b>18.63</b>	<b>18.72</b>	<b>18.91</b>	<b>19.29</b>
Animal Welfare Officer	<b>18.67</b>	<b>18.76</b>	<b>18.95</b>	<b>19.33</b>
* Kennel Technician/Shelter Attendant Senior Wildlife Rehabilitator * Veterinary Technician/Senior Shelter Technician/AHT	<b>20.98</b>	<b>21.08</b>	<b>21.29</b>	<b>21.72</b>
* Animal Protection Officer/Animal Protection Officer	<b>25.31</b>	<b>25.44</b>	<b>25.69</b>	<b>26.20</b>

\*Employees whose classification title has changed shall be grandfathered into the newly titled positions and rates.

**SCHEDULE "A"**

**B.C.S.P.C.A. and CUPE LOCAL 50  
(VICTORIA BRANCH)**

**INACTIVE POSITIONS**

	<b>January 1, 2016</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>	<b>January 1, 2019</b>
		<b>0.5%</b>	<b>1%</b>	<b>2%</b>
<b>Classifications</b>	<b>Hourly</b>			
Bookkeeper	<b>21.27</b>	<b>21.38</b>	<b>21.59</b>	<b>22.02</b>
Kennel Technician	<b>20.98</b>	<b>21.08</b>	<b>21.29</b>	<b>21.72</b>
Veterinary Technician	<b>20.98</b>	<b>21.08</b>	<b>21.29</b>	<b>21.72</b>
Animal Protection Officer	<b>25.31</b>	<b>25.44</b>	<b>25.69</b>	<b>26.20</b>
	<b>January 1, 2016</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>	<b>January 1, 2019</b>
		<b>0.5%</b>	<b>1%</b>	<b>2%</b>
<b>Classifications</b>	<b>Hourly</b>			
Kennel Assistant	<b>14.18</b>	<b>14.25</b>	<b>14.39</b>	<b>14.68</b>

Subject to errors and omissions

**LETTER OF UNDERSTANDING # 1**

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 50**

**Re: Work Experience Students**


The use of students for the purpose of work experience at Wild ARC will be endorsed only under the following conditions:

1. Work experience students shall be used solely to assist with the cleaning and feeding of orphaned wildlife if the incoming numbers are more than the unionized staff and the Wildlife Rehabilitator can handle.
2. All applications (G.V.S.B. supplied) by students requesting work experience shall be emailed to the Union office. The Union will respond in writing within ten (10) calendar days indicating acceptance or denial of the application.
3. Work experience students shall not perform any work or services during a legal lockout or a legal strike.
4. If the Employer and the Union fail to agree upon any matter or procedure arising out of the activity of the work experience students, such matter shall be referred to the grievance and arbitration procedure of this Collective Agreement, for the purpose of determining such matters. The specific activity in dispute shall not be implemented or continued by the Employer until such determination has been made.

Signed this 27<sup>th</sup> day of February, 2017.

Signed on Behalf of the BCSPCA

  
\_\_\_\_\_  
Chief Operations Officer

  
\_\_\_\_\_  
General Manager, Human Resources

Signed on Behalf of CUPE, Local 50

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
CUPE Local 50, Executive Member  
BCSPCA Victoria Branch

**LETTER OF UNDERSTANDING # 2**

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 50**

**Re: Volunteers at "Wild ARC"**

The Union and the Employer recognize the fundamental role played by volunteers who contribute to the welfare and well being of the animals in the Employer's care.


In addition, the Union recognizes the role of volunteers at the Wild Animal Rehabilitation Centre ("Wild ARC") and the Employer recognizes the concern of the Union and the employees that volunteers not replace the employees at Wild ARC.

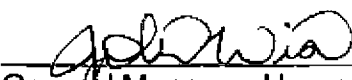
Therefore, the Union and the Employer agree that with respect to the use of volunteers at Wild ARC, the following provisions will apply:

1. The Employer will maintain a minimum complement of employees at Wild ARC of three (3) full time equivalents ("FTE") which will include at least two (2) full-time positions.
2. The classification of the positions which make up the employee complement of three (3) FTE's will be at the discretion of the Employer and may change from time to time depending on the needs at Wild ARC.
3. Volunteers will not be used to backfill, replace or displace the employee complement of three (3) FTEs.
4. This Letter of Understanding does not prejudice either party with respect to the use of volunteers at the BCSPCA Victoria Branch.

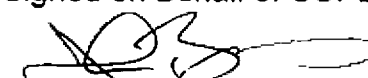
Signed this 27<sup>th</sup> day of FEBRUARY, 2017.

Signed on Behalf of the BCSPCA

  
\_\_\_\_\_  
Chief Operations Officer

  
\_\_\_\_\_  
General Manager, Human Resources

Signed on Behalf of CUPE, Local 50

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
CUPE Local 50, Executive Member  
BCSPCA Victoria Branch

**LETTER OF UNDERSTANDING # 3**

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 50**

**Re: Volunteers at the BCSPCA Victoria Branch**

This Letter of Understanding is attached to and forms part of the Collective Agreement between the parties. This letter shall remain in full force and effect for the term of the Collective Agreement.

This Letter of Understanding is specific to the BCSPCA Victoria Branch exclusive of the Wild ARC.

1. The Union recognizes the existence of volunteers and does not take issue with the current use of volunteers at the Victoria Branch.
2. The Employer will keep the Union apprised of the activities of the volunteers and any new volunteer program being introduced at the Victoria Branch.


Signed this 27<sup>th</sup> day of FEBRUARY, 2017.


Signed on Behalf of the BCSPCA

  
\_\_\_\_\_  
Chief Operations Officer

  
\_\_\_\_\_  
General Manager, Human Resources

Signed on Behalf of CUPE, Local 50

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
CUPE Local 50, Executive Member  
BCSPCA Victoria Branch

**LETTER OF UNDERSTANDING # 4**

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 50**

**Re: Animal Protection Officers' Hours of Work**


This Letter of Understanding is attached to and forms part of the Collective Agreement between the parties. This Letter shall remain in full force and effect for the term of the Collective Agreement.


Hours of work for the Animal Protection Officers shall normally be as follows:

1. Monday to Friday with Saturday and Sunday off.
2. Notwithstanding #1 above, in the event that the Employer elects to have coverage by an Animal Protection Officer on a Saturday, the Animal Protection Officer with the least amount of Seniority will work Tuesday to Saturday with Sunday and Monday off.
3. In the event that the Employer also elects to have coverage by an Animal Protection Officer on a Sunday, the Animal Protection Officer with the second least amount of Seniority will work Sunday to Thursday with Friday and Saturday off.
4. Notwithstanding #2 and #3 above, if the Animal Protection Officer with the least amount of Seniority is agreeable to working both Saturday and Sunday and subject to agreement by the Employer, then the shift would be Wednesday to Sunday with Monday and Tuesday off or Saturday to Wednesday with Thursday and Friday off.


Signed this 27<sup>th</sup> day of FEBRUARY, 2017.


Signed on Behalf of the BCSPCA

  
\_\_\_\_\_  
Chief Operations Officer

  
\_\_\_\_\_  
General Manager, Human Resources

Signed on Behalf of CUPE, Local 50

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
CUPE Local 50, Executive Member  
BCSPCA Victoria Branch

**LETTER OF UNDERSTANDING #5**

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 50**

**Re: Grievance # C/2005**

The parties agree to settle grievance # C/2005 as follows:

1. The employer will withdraw all postings dated May 20<sup>th</sup>, 2005.
2. The employer will schedule all regular part-time Kennel Technicians/Shelter Attendants and Receptionists and replacement shifts on a seniority basis.
3. The employer will post schedules seven (7) days prior to month's end.
4. Employee availability shall be submitted in writing to the employer fifteen (15) days prior to month's end.

Signed this 27<sup>th</sup> day of FEBRUARY, 2017.


Signed on Behalf of the BCSPCA

  
\_\_\_\_\_  
Chief Operations Officer

  
\_\_\_\_\_  
General Manager, Human Resources

Signed on Behalf of CUPE, Local 50

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
CUPE Local 50, Executive Member  
BCSPCA Victoria Branch

**LETTER OF UNDERSTANDING #6**

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 50**

**Re: Interns at “Wild ARC”**

The Union and the Employer agree that with respect to the use of interns at Wild ARC, the following provisions will apply:

1. The Employer will maintain a minimum complement of employees at Wild ARC of three (3) full time equivalents (“FTE”) which will include at least two (2) full-time positions.
2. The classification of the positions which make up the employee complement of three (3) FTEs will be at the discretion of the Employer and may change from time to time depending on the needs at Wild ARC.
3. Interns will not be used to backfill, replace or displace the employee complement of three (3) FTEs.
4. The number of interns at any one time shall be no more than one (1) per unionized employee at the Wild Arc.
5. Interns shall not perform any work or services during any labour dispute.
6. Interns shall be used solely for the purposes of shadowing employees at the Wild ARC.
7. All intern applications requesting work shadowing shall be emailed to the Union. The Union will respond in writing within ten (10) calendar days indicating acceptance or denial of the application.
8. If the Employer and the Union fail to agree upon any matter or procedure arising out of the activity of interns, such matter shall be referred to the grievance and arbitration procedure of this Collective Agreement, for the purpose of determining such matters. The specific activity in dispute shall not be implemented or continued by the Employer until such determination has been made.

**LETTER OF UNDERSTANDING #6 continued**

Signed this 27<sup>th</sup> day of FEBRUARY, 2017.

Signed on Behalf of the BCSPCA

  
\_\_\_\_\_  
Chief Operations Officer

  
\_\_\_\_\_  
General Manager, Human Resources

Signed on Behalf of CUPE, Local 50

  
\_\_\_\_\_  
Resident

  
\_\_\_\_\_  
CUPE Local 50, Executive Member  
BCSPCA Victoria Branch

**LETTER OF UNDERSTANDING #7**

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 50**

**Re: Seasonal hours of work at “Wild Arc”**

The Union and the Employer agree that the following provisions shall apply:

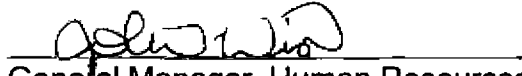
1. For the period of May 1<sup>st</sup> to August 31<sup>st</sup>, employees shall, upon mutual agreement between the employer and the employee, have the option of working a four (4) day work week consisting of 37.50 hours.
2. The daily schedule for the four (4) day work week shall be determined by the operational requirements of the Centre.
3. The operational hours shall be between the hours of 7:00 a.m. and 9:00 p.m.
4. Hours worked as per above shall not be subject to the overtime provisions as laid out in Article 19.

Signed this 27<sup>th</sup> day of FEBRUARY, 2017.

Signed on Behalf of the BCSPCA



Chief Operations Officer



General Manager, Human Resources

Signed on Behalf of CUPE, Local 50



President



CUPE Local 50, Executive Member  
BCSPCA Victoria Branch

**LETTER OF UNDERSTANDING #8**

between the

**BRITISH COLUMBIA SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS – VICTORIA BRANCH**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 50**

**Re: Letters of Concurrence – HRSDC grant applications**

The Union and the Employer agree that with the respect to the issuance of letters of concurrence for HRSDC grant applications the following provisions will apply:

1. The Employer will submit a request in writing to the Union outlining the reason for the request of the letter of concurrence, and will include the relevant application number and / or a copy of the application.
2. The Union will respond in writing within 10 (ten) calendar days indicating acceptance or denial of the Employer's request.
3. Should the Union deny the Employer's request for a letter of concurrence, the parties will meet within fourteen (14) calendar days to attempt to resolve the issue(s) giving rise to the Union's denial of the Employer's request.


Signed this 27<sup>th</sup> day of February, 2017.


Signed on Behalf of the BCSPCA

  
\_\_\_\_\_  
Chief Operations Officer

  
\_\_\_\_\_  
General Manager, Human Resources

Signed on Behalf of CUPE, Local 50

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
CUPE Local 50, Executive Member  
BCSPCA Victoria Branch