

**COLLECTIVE AGREEMENT**

**BETWEEN**

**The North Vancouver Branch  
Of the  
British Columbia Society for the Prevention of Cruelty to Animals  
(BC SPCA)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 1078-01**

**From July 1, 2016 - December 31, 2021**

**CREATED BY: KENNEDY, FRENCH AND ASSOCIATES LLP**

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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

(hereinafter referred to as "the Employer")

Party of the First Part,

And: **THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1048-01**

(hereinafter referred to as "the Union")

Party of the Second Part.

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

AND WHEREAS the parties recognize that:

- The BC SPCA is a non-profit, public service organization operating under the *British Columbia Prevention of Cruelty to Animals Act*;
- The North Cariboo Branch of the BC SPCA has as its mission the prevention of cruelty to and the promotion of the welfare of animals in the Greater Prince George Region;
- Sick, injured, or abandoned animals have the right to uninterrupted, skilful, and efficient care; and
- To provide such care the Employer and Employees must jointly operate effectively and efficiently.

AND WHEREAS it is the purpose of both parties to this Collective Agreement to promote the quality of service to the animals and the public provided by the North Cariboo Branch of the BC SPCA, and to effect this, it is important that:

- Harmonious relations be maintained between Employer and Employees;
- Settled and just conditions of employment be provided;
- The mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service be recognized; and
- The morale, well-being and security of all Employees in the bargaining unit be promoted.

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

## ARTICLE 1 – DEFINITIONS

### 1.01 DEFINITIONS

- (a) “Employer” denotes the British Columbia Society for the Prevention of Cruelty to Animals;
- (b) “Union” denotes Local No. 1048-01 of the Canadian Union of Public Employees;
- (c) “Employee” is a person who is an Employee as defined in the Labour Code of British Columbia;
- (d) “Probationary Employee” is an Employee serving an initial trial period of six (6) months from date of hire to determine suitability for employment as a “Regular Employee”;
- (e) “Regular Employee” is an Employee, who has successfully completed the probationary period and who works eight (8) consecutive hours a day, five (5) consecutive days a week for a total of forty (40) hours a week;
- (f) “Part time Employee” is an employee who has successfully completed the probationary period and who works between twenty (20) hours a week and forty (40) hours a week on a regular basis;
- (g) “Casual Employee” is an Employee who works on average less than twenty (20) hours a week;
- (h) “Volunteer” is a person who performs services of his own free will without the benefit of remuneration, which supplement but do not replace services provided by Employees in accordance with the Volunteer Agreement.

### 1.02 TERMINOLOGY

Whenever the singular or masculine is used in this Collective Agreement, it shall be considered as if the plural, feminine, or inanimate has been used where the context so requires.

### 1.03 PRESENT CONDITIONS AND BENEFITS

All rights, benefits, privileges, working conditions and clothing allowances, which Employees now enjoy, receive or possess as Employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Collective Agreement but may be modified by mutual agreement between the Employer and the Union.

## ARTICLE 2 - RECOGNITION and NEGOTIATIONS

### 2.01 MANAGEMENT RIGHTS

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

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

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

The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

### 2.02 UNION RECOGNITION

The Employer, or anyone authorized to act on its behalf, recognizes the Union as the sole Collective Bargaining Agent for its Employees for whom the Union has been certified as Collective Bargaining Agent by the Labour Relations Board of British Columbia, and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union in any or all matters affecting the relationship between the Employer and its Employees looking towards a peaceful and amicable settlement of any difference, which may arise between the Employer and the Union.

### 2.03 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:

- (a) The purposes of instruction or experimenting with prior mutual agreement; and
- (b) Emergencies when regular Employees are not available and always providing that the act of performing such operations does not reduce the normal hours of work or pay of any Employee.
- (c) Volunteer contributions shall be as outlined in the Volunteer Agreement between the parties. The use of Volunteers will not result in the layoff of Employees in the bargaining unit nor will Volunteers be used to fill established positions within the bargaining unit.

#### 2.04 JURISDICTION OF NEW POSITION

If a new position is created by the Employer, the position description will be presented to the Labour Management Committee to review the proposed duties and responsibilities of the position only for purposes of recommending its inclusion in or exclusion from the Union bargaining unit. In the event of a jurisdictional dispute, the Union shall have access to the Grievance Procedure, the Labour Relations Board, or other Legislative Body, which has jurisdiction.

#### 2.05 NO OTHER AGREEMENTS

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

#### 2.06 RIGHT OF FAIR REPRESENTATION

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) and advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Such access shall not be unreasonably withheld.

#### 2.07 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 associated functions specific to this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. 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, including work performed on various committees, shall be considered as time worked.

#### 2.08 CORRESPONDENCE

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the General Manager Operations or designate of the North Cariboo Branch of the BC SPCA and the Recording Secretary of the Union. A copy of any correspondence between the Employer, or its designate and the Union or its designate and any Employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Collective Agreement shall be forwarded to the Recording Secretary of the Union or its designate and the General Manager Operations or designate of the North Cariboo Branch of the BC SPCA.

## **ARTICLE 3 - DISCRIMINATION**

### **3.01 EMPLOYMENT EQUITY**

The Employer and the Union agree that neither Party will exercise any discrimination or coercion in respect to any Employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, religion, colour, nationality, ancestry or place of origin, sex, age, sexual orientation or membership in the Union.

### **3.02 PERSONAL RIGHTS**

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each Employee. Employees will not be asked or required to do personal services for a supervisor, which are not connected with the operation of the Employer.

## **ARTICLE 4 - EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

### **4.01 COLLECTIVE AGREEMENT**

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement between the parties is in effect including those conditions of employment set out in Articles five (5) and six (6) dealing with Union Security and Check-off of Union Dues.

### **4.02 UNION MEMBERSHIP APPLICATION**

New Employees shall be presented with a copy of the Collective Agreement, and the Employer shall require them, at the time of hiring, to complete an application for Union membership and execute an assignment of wages for Union dues. The membership application form and the form for the assignment are to be provided to the Employer by the Union.

### **4.03 SHOP STEWARD**

The Employer shall present each new Employee with a letter of introduction, which includes the name of the shop steward.

### **4.04 ORIENTATION BY UNION**

A Union representative may participate in an orientation session in order to acquaint new Employees with the policies and procedures of the Union.

## **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

### **5.01 ALL EMPLOYEES TO BE MEMBERS**

Within one week of the signing of this Collective Agreement, any Employee whose position is included under this Collective Agreement shall, as a condition of employment, become and remain a member in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, a new Employee whose position is included under this Collective Agreement, shall, within thirty days of employment, become and remain a member in good standing of the Union.

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

### **6.01 DEDUCTIONS**

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of CUPE Local 1048 no later than the tenth (10th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, and classifications of Employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hiring, lay-off, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

### **6.02 DUES RECEIPTS**

At the same time that Income Tax (T4) slips are made available, the Employer shall type in the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE**

### **7.01 ESTABLISHMENT OF COMMITTEE**

A Labour Management Committee shall be established consisting of:

- (a) Two (2) members of the Union - one (1) from Local 1048 and one (1) from sub-local 1048-01; and
- (b) Two (2) members of the Employer one (1) Branch Manager and one (1) other designate as required. 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.

## 7.02 FUNCTION OF COMMITTEE

The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skill and to promote workplace productivity.

To that end, the Committee shall concern itself with such matters as:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;
- (b) Improving and extending services to the animals and to the public;
- (c) Promoting safety and sanitary practices;
- (d) Reviewing suggestions from Employees and the Employer, including questions of working conditions and service but excluding grievances concerned with working conditions; and
- (e) Correcting conditions causing grievances and misunderstandings.

## 7.03 MEETING OF COMMITTEE

The Committee shall meet regularly each two months on a regular day at a mutual agreeable time and place. Additional meetings shall be held at the request of any two members of the Committee. 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.

## 7.04 CHAIRPERSON OF THE MEETING

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

## 7.05 MINUTES OF MEETING

Minutes of each meeting shall be prepared alternately by the Union and the Employer and presented for joint written approval at the next meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within ten (10) days following the meeting.

## 7.06 JURISDICTION OF COMMITTEE

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

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### **8.01 REPRESENTATIVES**

The Union will supply the Employer with the names of its officers and the Employer shall supply the Union with a list of supervisory personnel with whom the Union and the Employer may be required to transact business. Except as outlined above, the Employer shall not bargain with or enter into any agreement with an Employee or any group of Employees within the bargaining unit.

### **8.02 UNION BARGAINING COMMITTEE**

A Union Bargaining Committee shall be elected or appointed and consist of not more than one member of the sub-local, CUPE 1048 President or designate, and CUPE National Representative. The Union will advise the Employer of the Union members of the Committee.

### **8.03 FUNCTION OF BARGAINING COMMITTEE**

All matters pertaining to conditions of employment, operational problems, rates of pay, hours of work, and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### **8.04 MEETING OF COMMITTEE**

In the event either Party wishes to call a bargaining meeting, it shall be held at a time and place fixed by mutual agreement. Unless otherwise determined by mutual agreement, such meeting must be held not later than ten (10) working days after the request has been given.

Either Party may, at any time within four (4) months, immediately preceding the expiry of the Collective Agreement, by written notice, require the other Party to commence collective bargaining. If notice is not given by either Party ninety (90) days or more before the expiry of the Collective Agreement, both parties are deemed to have given notice.

### **8.05 TIME OFF FOR MEETING**

One representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of

remuneration.

#### 8.06 TECHNICAL INFORMATION

Within ten (10) working day of a request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans. Any other technical information which may be required shall be provided by mutual agreement.

### ARTICLE 9 - SENIORITY

#### 9.01 GENERAL

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

#### 9.02 SENIORITY DEFINED

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

(a) Regular Full-Time Employees:

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

(b) Regular Part-Time Employees:

Seniority shall be calculated and accumulated based on regular hours worked to a maximum of eight (8) hours per day and to a maximum of forty (40) hours per week from date of hire as a regular part-time Employee. Upon becoming a regular full-time Employee, seniority shall be calculated by dividing the accumulated regular part-time hours by forty (40) and back dating this calculation from the date the Employee becomes a regular full-time Employee to achieve a seniority date.

(c) Probationary:

Probationary and any other Employees who have not been granted regular status are not entitled to any rights or benefits arising out of the seniority provisions of this Collective Agreement, unless specifically provided for otherwise.

### 9.03 PROBATIONARY EMPLOYEES

Newly hired Employees shall be on probation for a period of six (6) months from date of hire. Upon completion of the probationary period, seniority shall be calculated from date of hire in accordance with Article 9.02 of the Collective Agreement.

### 9.04 SENIORITY LIST

The Employer shall maintain a seniority list showing the Employee's name and date the Employee started with the Employer. An up-to-date seniority list shall be sent to the Union in the months of April and September and a supplementary list shall be sent to the Union in January and July in each year if requested.

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

### 9.05 RETENTION OF SENIORITY

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

- (a) Employees who are laid off after six (6) calendar months but less than one (1) year's service shall retain seniority for a period of six (6) calendar months;
- (b) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year;
- (c) Employees shall accrue seniority during absence due to a bona-fide sickness, provided such sickness is attested to by a medical doctor licensed to practice in British Columbia; and
- (d) Employees shall accrue seniority for periods of authorized leave of absence.

### 9.06 LOSS OF SENIORITY

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

- (a) They are discharged for just cause and are not reinstated;
- (b) They resign, in writing;

- (c) They are absent from work in excess of **two (2)** working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible; or
- (d) They fail to return to work within thirty (30) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause provided, however, that the thirty (30) calendar days commence on the date the Employer registers the notification of recall. It shall be the responsibility of all Employees to keep the Employer informed of their current address.

#### 9.07 TRANSFERS AND SENIORITY OUTSIDE THE BARGAINING UNIT

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

#### 9.08 PAY FOR A LESSER JOB CLASSIFICATION

When an Employee chooses to post into a new job with a lower classification, they will be paid at the current hourly wage rate for the lower classification. When the Employer appoints an Employee into a job with a lower classification, they will continue to be paid at the hourly wage rate of the higher classification held immediately prior to the appointment into the lower classification.

This clause shall not apply in the application of Article 13.07.

### ARTICLE 10 - GRIEVANCE PROCEDURE

#### 10.01 RECOGNITION OF UNION STEWARDS AND 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 may assist any Employee which the Steward represents, in preparing and presenting his grievance in accordance with grievance procedure.

#### 10.02 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 and presenting adjustments as provided in this Article. The Union recognizes that the Steward is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the

permission of his supervisor, which permission shall not be unreasonably withheld.

### 10.03 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference between the parties arising out of the interpretation, application, operation, or alleged violation of this Collective Agreement or to whether any matter of this Collective Agreement is arbitrable.

### 10.04 SETTLING OF GRIEVANCE

An Employee is encouraged to discuss, prior to the formal initiation of a grievance, any complaints relating to his employment with his supervisor in an effort to resolve the matter promptly and informally.

- (a) Failing resolution of a complaint, the Union may initiate a formal grievance on behalf of an Employee, a group of Employees, or the Union, and shall proceed by the following steps without delay and without work stoppage:

Step 1- The grievance shall be submitted in writing to the Branch Manager within ten (10) calendar days of the time the Union could reasonably have become aware of the grievable action having taken place. The Branch Manager shall render his decision within seven (7) calendar days after receipt of the written grievance.

Step 2- Failing Settlement being reached in Step 1, within seven (7) calendar days of receipt of the decision at Step 1, the Union may submit the written grievance to the General Manager Operations of the BC SPCA who shall render his written decision within seven (7) calendar days after the receipt of such notice.

Step 3- Failing a satisfactory settlement being reached in Step 2, within seven (7) calendar days of receipt of the decision at Step 2, the Union may submit the written grievance to the Chief Executive Officer of the BC SPCA in Vancouver, who shall render his decision within three (3) weeks.

Step 4- Failing a satisfactory settlement being reached in Step 3, within seven (7) calendar days of receipt of the decision at Step 3, either Party may refer the dispute to arbitration. In case of such referral, the Labour Committee of the Board of the Union shall meet within seven (7) calendar days and attempt to resolve the grievance before going to arbitration.

- (b) The Parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described above. In no event shall a grievance be denied due to a procedural technicality.

#### 10.05 DEVIATION FROM GRIEVANCE PROCEDURE

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

#### 10.06 GRIEVANCES AND REPLIES IN WRITING

- (a) A grievance shall set out the nature of the grievance, the circumstances from which it arose, the article alleged to have been violated, and the remedy or correction sought; and
- (b) A reply shall state the decision, the reason for the decision, and the remedy or correction proposed.

#### 10.07 GRIEVANCE ON SAFETY

Notwithstanding Article 24.12, an Employee or group of Employees, who is requested to work under unsafe or unhealthy conditions, or conditions of sexual harassment or other forms of discrimination shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

#### 10.08 FACILITIES FOR GRIEVANCES

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

#### 10.09 MUTUALLY AGREED CHANGES

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

### ARTICLE 11 - ARBITRATION

#### 11.01 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, shall point a single arbitrator.

## 11.02 ARBITRATOR'S PROCEDURE

The arbitrator may determine his own procedure in accordance with the Labour Relations Code and shall hear the Parties and settle the terms of the question to be arbitrated and make his award within thirty (30) calendar days.

## 11.03 DECISION OF THE ARBITRATOR

The arbitrator shall deliver his award in writing to each of the parties giving reasons for the decision. The awards 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 he 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.

## 11.04 DISAGREEMENT ON DECISION

Should either Party disagree as to the meaning of the arbitrator's decision, that Party may apply to the arbitrator for clarification.

## 11.05 AMENDING OF TIME LIMIT

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

## 11.06 EXPENSES OF THE ARBITRATOR

The Union and the Employer shall share equally the cost of the fee and expenses of the Arbitrator.

## 11.07 EXPEDITED ARBITRATION PROCESS

The Parties may, by mutual agreement, follow this Expedited Arbitration Process:

- (a) The Parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision. No written reason for the need be provided beyond that which the arbitrator deems appropriate to convey a decision;
- (b) An Expedited Arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by either Party in respect of any other matter, with the exception of discipline, which may remain on an Employee's file;
- (c) All settlements of Expedited Arbitration cases prior to hearing shall be without prejudice;
- (d) 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 Articles 11.01 and 11.02. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration;

- (e) All presentations shall be short and concise, and shall include a comprehensive opening statement. The Parties agree to make limited use of Authorities during their presentations;
- (f) The Parties shall equally share the cost of the fees and expenses of the arbitrator; and
- (g) A decision of an Expedited Arbitration shall be final and binding on the Parties. The decision may only be appealed in accordance with the Labour Relations Code of British Columbia.

## **ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.01 PRINCIPLE OF INNOCENCE**

Both Parties agree that an Employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an Employee, which may result in the suspension or discharge of the Employee, the following procedure shall be followed.

### **12.02 DISCIPLINE PROCEDURE**

An Employee shall have the right to have his Steward present at any discussion with supervisory personnel, which the Employee believes might be the basis of disciplinary action. At the time of discipline or discharge, an Employee shall be given the reason in the presence of his Steward or Union representative. Such Employee and Union shall be notified in writing by the Employer with full disclosure of the reason for such discipline or discharge.

### **12.03 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 10 of this Agreement. Step one of the Grievance Procedure shall be omitted in such cases.

### **12.04 BURDEN OF PROOF**

In cases of discharge and discipline, the burden of proof of just-cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

## 12.05 PERSONNEL RECORDS

An Employee shall have the right at any time to have access to and review his personnel record. An Employee shall have the right to make copies of any material contained in his personnel record. A disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record. No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing. The personnel records of an Employee, or former Employee, shall not be shared in any manner with any other Employer or agency, without the prior written consent of the Employee concerned.

## 12.06 ADVERSE REPORT

The Employer shall notify an Employee in writing of any expression or dissatisfaction concerning his work within ten (10) working day of the time the Employer could reasonably have become aware of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his record for use against him in regards to discharge, discipline, promotion, demotion, or related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an Employee's advancement or standing with the Employer, whether or not it relates to his work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his record. Twenty-four (24) months after a suspension or disciplinary action, the record, including letters of reprimand, shall be removed from the file. Such removed records shall not subsequently be used against the Employee.

## 12.07 USE OF DEMOTION AS DISCIPLINE

Demotion shall not be used as a disciplinary measure.

## ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

### 13.01 JOB POSTING

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one week so that all members will know about the vacancy or new position. Positions shall be advertised within one week of vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the Employee's normal retirement date with notification to the Union.

### 13.02 INFORMATION IN POSTINGS

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state:

“The North Cariboo Branch of the BC SPCA encourages applications from men, women, regardless of sexual orientation, visible minorities, persons with disabilities and aboriginal persons.”

### 13.03 NO OUTSIDE ADVERTISING

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

### 13.04 ROLE OF SENIORITY IN PROMOTIONS, TRANSFERS, AND STAFF CHANGES

Both Parties recognize:

- (a) The principle of promotion within the service of the Employer; and
- (b) That job opportunity should increase in proportion to length of service.

Therefore in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one week of appointment.

### 13.05 TRIAL PERIOD

The successful applicant shall be notified within one week following the end of the posting period. An employee shall be given a trial period of two (2) months, during which time he will receive the necessary orientation for the position. The Employer shall not curtail the trial period without just cause before it has run its full course, conditional on satisfactory service. The Employee shall be declared permanent after the period of two (2) months.

### 13.06 NOTIFICATION TO EMPLOYEE AND UNION

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Employer shall provide a written notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion, or transfer. The Union shall be

notified within seven (7) working days of all promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

### 13.07 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS

If no Employee is appointed to a vacancy in accordance with Article 13.04, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualification, but is preparing for qualification prior to filling the vacancy. If granted the job, the Employee will be given an opportunity to qualify within a reasonable trial period. If the qualifications are not met within this time, the Employee shall revert to his former position. The Employer shall also consider Employees who are not qualified but, through on-the-job training, could reasonably be expected to satisfactorily perform the job within a six-month period.

### 13.08 PEOPLE WITH DISABILITIES AND OLDER WORKER PROVISION

On request, the Employer shall, provided there is no undue hardship placed on the Employer or the Union, provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness, or disability, an Employee is unable to perform his normal duties. Such Employee shall not displace an Employee with more seniority.

### 13.09 ON-THE-JOB TRAINING

The Employer shall inaugurate and maintain a system of "on-the-job training" so that every Employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, Employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior Employees for temporary periods without affecting the salary or pay of the Employees concerned. Except where the Union and the Employer have jointly agreed to an Affirmative Action Plan to redress inequities, such opportunities for training shall be allocated according to the seniority provisions of this Collective Agreement. On-the-job training shall only take place when the senior Employee is present and is instructing the trainee.

### 13.10 TRAINING COURSES

The Employer shall post any training courses and experimental programs for which Employees may be selected. The bulletin shall contain the following information:

- (a) Type of course (subjects and material covered);
- (b) Time, duration, and location of course; and
- (c) Minimum qualifications required for applicant.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments

to afford all interested Employees an opportunity to apply for such training.

Except where the Union and the Employer have jointly agreed to an Affirmative Action Plan to redress inequities, the qualified applicant with the greatest seniority shall be selected. Time spent in such training shall be considered to be time worked.

The BC SPCA shall pay the course cost plus wage loss for any Employee taking any course, which is related to employment and is approved by the BC SPCA.

The BC SPCA shall pay half (½) course cost up front and reimburse the Employee for the other half (½) course cost upon successful completion of the course.

The BC SPCA shall reimburse Employees for approved accommodation and travel expenses.

### 13.11 JOB CLASSIFICATION

The BC SPCA and the Union shall draw up job descriptions, by mutual agreement, for all current positions included in the bargaining unit.

Job descriptions shall remain in effect except when the parties mutually agree in writing to changes.

### 13.12 MINIMUM STAFFING LEVELS

Staffing levels shall not drop below the following minimum bargaining unit positions:

- (a) Six (6) full-time and one (1) part-time animal care-related positions;
- (b) One (1) full-time prevention and enforcement-related position; and
- (c) The Employer shall endeavour to maintain a list of qualified Casual Employees, adequate to cover vacation and sick time relief of Regular Employees.

The above minimum staffing levels are subject to the BC SPCA maintaining an operation and maintenance agreement with the City of Prince George as well as maintaining its authority pursuant to the Prevention of Cruelty to Animals Act.

The Employer commits to ensuring it bids on municipal contracts and that such bids will adequately provide for the cost of the minimum staffing levels, wherever possible.

## ARTICLE 14 - LAYOFFS and RECALLS

### 14.01 DEFINITION OF LAYOFF

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

#### 14.02 ROLE OF SENIORITY IN LAYOFFS

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit wide seniority. An Employee about to be laid off may bump an Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority. The right to bump shall include the right to bump up. The Employer shall inform the Employee of their right to bump and that the Employee must inform the Employer within two (2) weeks of the date of Notification of Layoff of his intent. An Employee who does not indicate a desire to bump within the required period shall be deemed as laid off.

#### 14.03 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority.

#### 14.04 NO NEW EMPLOYEES

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

#### 14.05 ADVANCE NOTICE OF LAYOFF

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off two (2) weeks plus an additional week for each year of work to a maximum total of eight (8) weeks, prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

#### 14.06 GRIEVANCE ON LAYOFF AND RECALLS

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

#### 14.07 LEAVE TO ATTEND TO PERSONNEL MATTERS

When an Employee is to be laid off, he shall be allowed two (2) hours off during his last shift in order to attend any personnel or pay related matters not yet settled.

### ARTICLE 15 - HOURS OF WORK

#### 15.01 HOURS OF WORK

Regular full-time Employees shall work eight (8) consecutive hours exclusive of a one (1) hour lunch break between the hours of 7:00 a.m. and 6:00 p.m. The schedule shall consist of five

(5) consecutive days of work followed by two (2) consecutive days of rest in any work week. The work week shall be Friday through Thursday. The schedule shall not be changed without mutual agreement. Agreement shall not be unreasonably withheld.

## **ARTICLE 16 - OVERTIME**

### **16.01 DEFINITION OF OVERTIME**

All time worked before or after the Employees scheduled shift shall be considered overtime. All overtime shall be on a voluntary basis.

### **16.02 OVERTIME COMPENSATION**

Authorized overtime work shall be paid at the rate of time and one half for the first three (3) hours, and double time (x2) after three hours in any one shift.

### **16.03 COMPENSATION FOR WORK ON DAYS OFF**

Overtime worked on a scheduled day off shall be paid at double time (x2).

### **16.04 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 his regularly scheduled part-time hours. Overtime rates shall apply if work is extended beyond the regular full-time hours per day or week.

### **16.05 NO LAYOFF TO COMPENSATE FOR OVERTIME**

An Employee shall not be required to lay-off during regular hours to equalize any overtime worked.

## ARTICLE 17 - PAID HOLIDAYS

### 17.01 PAID HOLIDAYS

The Employer recognizes the following paid holidays:

News Years Day	Labour Day
Easter Monday	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

All regular full-time Employees shall receive one (1) day pay for the paid holiday.

### 17.02 HOLIDAYS ON DAYS OFF

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

### 17.03 WORKING ON PAID HOLIDAYS

An Employee who is required to work on the paid holiday will receive time and one half pay and equal hours in paid time off. Such compensating time off shall be at a time mutually convenient to the Employee and Employer. Employees shall be scheduled for work on all statutory holidays on a rotational basis.

### 17.04 ELIGIBILITY

To be entitled to a paid day off on a statutory holiday, or premium pay for working on a statutory holiday, the Employee must have been employed for at least thirty (30) calendar days. Vacation counts as days worked when determining entitlement to statutory holidays. Part-time Employees not required to work on a statutory holiday shall receive statutory holiday on a pro-rated basis. See B.C.S.L.A. for calculation.

All regular part-time Employees shall receive paid statutory holidays in accordance with the *Employment Standards Act* of British Columbia.

**ARTICLE 18 - VACATIONS**

**18.01 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 .....	One (1) working day for each month, to a maximum of ten (10) working days.
One (1) year or more .....	Fifteen (15) working days
Five (5) years or more .....	Twenty (20) working days
Ten (10) years or more .....	Twenty-five (25) working days
Sixteen (16) years or more .....	Twenty-six (26) working days
Seventeen (17) years or more .....	Twenty-seven (27) working days
Eighteen (18) years or more .....	Twenty-eight (28) working days
Nineteen (19) years or more .....	Twenty-nine (29) working days
Twenty (20) years or more .....	Thirty (30) working days

Vacation for regular part-time employees will be pro-rated.

**18.02 VACATION PAY**

Full-time Employees shall receive regular weekly pay (40 hours) for each week of holidays. Vacation pay is payable at least seven (7) days before the start of the annual vacation.

**18.03 VACATION SCHEDULES**

Mutually arranged vacation schedules shall be posted by May 1st of each year. No Employee will be obliged to schedule vacation that is not agreeable to him. 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.

**ARTICLE 19 - LEAVES OF ABSENCE**

**19.01 GENERAL LEAVES**

The SPCA will consider length of service and will endeavour to arrange leaves of absence without pay to suit the Employee's wishes. Such leave shall not be unreasonably withheld.

**19.02 MATERNITY, PARENTAL AND ADOPTION 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.

b) Birth Father

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

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 an additional five (5) weeks of unpaid leave where a physician certifies that the child has a physical, psychological or emotional condition requiring an additional period of parental care.

e) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be as stipulated by the Employment Standards Act of BC or fifty-two (52) continuous weeks, whichever is longest.

Notice Requirements and Commencement of Leave:

- a) A pregnant employee who elects to request maternity leave shall provide the Employer with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth.
- b) An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.
- c) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- d) 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.
- e) A birth mother who wishes to return to work within six (6) weeks following the actual date of

a birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

- f) 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.

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 this collective agreement, 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.

#### 19.03 BEREAVEMENT LEAVE

An Employee is entitled up to three (3) days paid leave and two (2) unpaid days on the death of a member of the Employee's immediate family.

Definition of Family:

Member of the Employee's immediate family are defined as the Employee's spouse, mother, father, brother, sister, sons, daughter, stepchildren, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-parents, grandparents and grandchildren

#### 19.04 FAMILY RESPONSIBILITY LEAVE

An employee is entitled to up to five (5) days of unpaid leave per employment year to meet responsibilities related to the care, health or education of any member of the employee's immediate family. An employee who has sick leave entitlement available shall be entitled to use sick leave with pay to replace unpaid leave in accordance with this article.

#### 19.05 JURY DUTY

An Employee who is required to attend court as juror shall be paid a top-up for the difference between his/her regular earnings and the payment he/she receives for jury service excluding reimbursement for other expenses.

#### 19.06 UNION LEAVES AND PUBLIC OFFICE

The SPCA agrees that it is proper to grant leave to Employees who have been elected or appointed to office in the Union, or who have been nominated, elected or appointed Federal, Provincial or Municipal office and Aboriginal office. However, it is not the intention of the

SPCA to grant lifetime leaves of absence.

An Employee appointed or elected to full-time office in his Union, or to Federal, Provincial or Municipal office or Aboriginal office shall be granted as much unpaid leave as is necessary during the term of such office. Seniority shall accumulate during the period of an Employee's leave of absence.

Upon request to the Employer, an employee appointed to represent the Union at BC Federation of Labour, Canadian Labour Congress, CUPE or CUPE BC conventions shall be allowed leave of absence without pay. Leave of absence with pay shall be granted for BC SPCA-approved union-sponsored training courses, to a maximum of five (5) working days per person per year. Further such leave may be granted without pay.

## **ARTICLE 20 - SICK LEAVE**

### **20.01 SICK LEAVE DEFINED**

Sick leave means the period of time an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled and includes time off for visits to chiropractor, physician or dentist and where the Employee is quarantined by Health Regulations or because of an accident for which compensation is not payable under the Worker's Compensation Act.

### **20.02 AMOUNT OF SICK LEAVE**

After completing the probationary period with the BC SPCA, all Employees shall receive necessary sick leave equivalent to one and a half (1.5) days for every month worked, retroactive to the day of commencement. The unused portion shall accrue to a maximum of ninety (90) working days. A deduction shall be made from accumulated sick leave for all regular working days (exclusive of holidays and vacation) absent for sick leave as defined above. The article shall be pro-rated for permanent Part-time Employees.

### **20.03 REQUEST FOR MEDICAL DOCUMENTATION**

In cases of illness lasting more than five (5) consecutive shifts, and upon the written request of the Employer, an Employee will be required to obtain a medical certificate. The Employer reserves the right to request medical information before five (5) days' absence, as appropriate, on a case-by-case basis if a medical condition is identified that may be impacting an Employee's ability to perform their assigned duties and tasks or if an identified attendance concern has been documented.

Where the Employer requests a medical certificate, the cost of such certificate shall be paid by the Employer to a maximum of \$100. In order to qualify for such reimbursement, the medical certificate must reasonably meet the legitimate needs of the Employer as outlined in the written request.

#### 20.04 SICK LEAVE DURING VACATION

In cases of illness documented by a licensed physician during vacation periods, employees shall be entitled to apply for sick leave. Such displaced vacation shall be taken at another time as mutually agreed between the employee and the Employer.

### ARTICLE 21 - PAYMENT OF WAGES

#### 21.01 PAYDAYS

All Employees will be paid bi-weekly. All money earned in a pay period will be paid within six (6) days after the end of the pay period.

#### 21.02 EQUAL PAY FOR EQUAL WORK

Employees shall receive equal pay for work of equal value.

#### 21.03 LEAD HANDS

When an Employee is designated and is acting as Lead Hand (when leading one (1) or more other Employees and/or being responsible for the operations in the absence of the Branch Manager or Assistant Branch Manager, they shall be paid one (\$1.00) dollar per hour above the Lead Hand's basic rate. Lead Hand designations shall be offered to qualified Employees in order of seniority.

An Employee shall be considered designated lead hand when the Branch Manager or Assistant Branch Manager is unavailable for 24 consecutive hours and when otherwise designated by the BC SPCA.

#### 21.04 PAY FOR HOURS WORKED

All Employees shall receive pay in accordance with contract for all hours worked and where the Employee's attendance is required by the Employer. Regular wages for all classifications shall be paid in accordance with Schedule "A".

### ARTICLE 22 - EMPLOYEE BENEFITS

#### 22.01 EMPLOYEE BENEFITS

The Employer shall provide one hundred (100%) percent of the cost of premiums for benefits described in Schedule "B" for all employees working twenty (20) hours or more per week.

An Employee shall be reimbursed to a maximum of two hundred dollars (\$200) for prescription

eye glasses per family member every two years.

## 22.02 B.C. MEDICAL FOR FULL-TIME EMPLOYEES

The Employer shall pay fifty (50%) of the cost of premiums for B.C. Medical for all full-time Employees.

## ARTICLE 23 - HEALTH and SAFETY

### 23.01 COOPERATION ON SAFETY

The SPCA and the Union shall cooperate in promoting and improving safety. 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. The Employer shall post all accident, incident reports on bulletin boards. Every Employee has the right to refuse unsafe work under the *Workers Compensation Act*.

### 23.02 HEARING TESTS

The SPCA agrees to provide hearing tests to all Employees, on an annual basis.

## ARTICLE 24 - TECHNOLOGICAL CHANGE

### 24.01 TECHNOLOGICAL CHANGE

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

### 24.02 RETRAINING

Whenever an Employee's job is lost to technological change, every effort shall be made to retrain an Employee in a different job position where possible.

## ARTICLE 25 - UNIFORM AND CLOTHING ALLOWANCE

### 25.01 CLOTHING PROVISION

The Employer will provide all uniforms required to be worn on duty by uniformed Employees, as follows:

- (a) Shelter Employees – 2 shirts for full-time/part-time Employees and 1 shirt for casual Employees; and 1 hooded sweatshirt for full-time/part-time Employees.

(b) Prevention & Enforcement Employees – in accordance with the dress code policy.

In addition, the Employer will provide reimbursement of up to one-hundred dollars (\$100) every two (2) years for the purpose of purchasing approved footwear to full-time and part-time Employees.

Rain coats and rubber boots will be provided at the Shelter by the Employer and made available to Employees on an as-needed basis.

## **ARTICLE 26 - GENERAL CONDITIONS**

### **26.01 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 in accordance with Article 24.

### **26.02 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 as may be of interest to the Employees.

## **ARTICLE 27 - TERM OF AGREEMENT**

### **27.01 TERM AND CONTINUANCE**

This Agreement shall remain in force and effect unless changed by mutual consent of both Parties from January 1, 2016 to December 31, 2021 and year to year thereafter unless either party serves notice to the other Party.

Notice may only be served within the four (4) months prior to the expiry date, in accordance with the *Labour Relations Code* of British Columbia. This Agreement shall remain in force and effect even if negotiations continue past the expiry date until a new Collective Agreement is put into place.

### **27.02 RETROACTIVITY**

All provisions in this agreement are retroactive to January 1, 2016.

**IN WITNESS WHEREOF** the Corporation Seal of the British Columbia Society for the Prevention of Cruelty to Animals (BC SPCA) has hereunto been affixed, attested by the hand of its proper officers in that behalf, and has been executed by the duly authorized officers of the Union on the day and year below-written.


The British Columbia Society for the Prevention of Cruelty to Animals (BC SPCA)

  
\_\_\_\_\_  
Craig Daniell, Chief Executive Officer

  
\_\_\_\_\_  
Jolie Wist, GM, Human Resources

  
\_\_\_\_\_  
Mark Takhar, Chief Operating Officer

Canadian Union of Public Employees  
Local 1048-01

  
\_\_\_\_\_  
Kelly Boudreau, CUPE 1048 President

  
\_\_\_\_\_  
Racanne Burke, Animal Care Attendant

Dated at Prince George, B.C. this 20TH day of SEPTEMBER, 2018.



## SCHEDULE "A" – CLASSIFICATIONS & WAGES

	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021
Animal Care Attendant	16.25	16.50	17.00	17.50
Casual Animal Care Attendant	14.25	14.50	15.00	15.50
Registered Veterinary Technologist*	20.75	21.00	21.50	22.00
Animal Welfare Officer	19.00	19.25	19.75	20.25
Animal Protection Officer	23.25	23.50	24.00	24.50

\*Note: Registered Veterinary Technologist per the Canadian Veterinary Medicine Association (CVMA)

### SIGNING BONUS

At date of ratification, all Employees will receive a signing bonus equalling 2.5% of gross earnings for all work completed in the 2017 year.

### STAFFING LEVELS

Staffing levels during the periods when the BC SPCA is open to the public shall be maintained at no less than four (4) bargaining unit animal care staff between opening and 5pm and no less than three (3) bargaining unit animal care staff between 5pm and closing. In the case of absences, the Employer may fill the vacancy with part-time, casual or overtime bargaining unit animal care staff. If these options are not available, the Employer may use non-bargaining unit or prevention and enforcement staff to fill one (1) vacancy so that the BC SPCA can remain open to the public.

## SCHEDULE "B"

The Employer shall pay one hundred (100%) percent of the costs of the premiums for the following benefits:

Basic Life Insurance	<ul style="list-style-type: none"><li>• <b>Two times (X2) Gross annual Salary</b></li></ul> <p>The Life Insurance is payable in the event of death from any cause at any time or place while insured. Payment will be made in a lump sum or in installments to your beneficiary.</p>
Accidental Death & Dismemberment	<ul style="list-style-type: none"><li>• <b>Two times (X2) Gross annual Salary</b></li></ul> <p>Paid in addition to the Life Insurance amount in case of death through bodily injury. An indemnity is also provided for dismemberment. Coverage is provided on a 24-hour basis both on and off the job.</p>
Extended Health	<p><i>Deductible:</i> \$25.00 per person and/or family per year. <i>Reimbursement:</i> Eighty (80%) percent; includes Pay Direct Drug Card.</p> <p>Benefits under this section include prescription drugs, private hospital room, out-patient and ambulance expenses, nursing care, appliances, orthopedic shoes, medical supplies and equipment, hearing aids, prosthesis.</p> <p>Paramedical benefits are provided for chiropractor, osteopath, naturopath, podiatrist or chiropodiatrist, masseur, physiotherapist and acupuncturist. Maximum five hundred (\$500.00) dollars per year after Medicare payments have been exhausted.</p> <p>Emergency out-of-country medical expenses and semi-private or private hospital charges are covered for an amount, which is <u>customary</u> in the area where such service is rendered. Travel Assistance for medical emergencies is also provided.</p>
Dental Care	<p>All Premiums to be paid 100% by the Employer</p> <ul style="list-style-type: none"><li>• Basic Dental Services (Plan A) pays for one hundred percent (100%) of the approved schedule of fees.</li><li>• Prosthetics, Crowns and Bridges (Plan B) pays for fifty percent (50%) of the approved schedule of fees.</li><li>• Orthodontics (Plan C) pays for fifty percent (50%) of the approved schedule of fees.</li></ul>

LETTER OF UNDERSTANDING


LETTER OF UNDERSTANDING #1 – VOLUNTEER AGREEMENT

between  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1048-01  
and  
The North Cariboo Branch  
of the  
British Columbia Society for the Prevention of Cruelty to Animals  
(BC SPCA)

VOLUNTEERS:

- (a) It is agreed that Volunteers serve an important role in animal welfare within the BC SPCA and are strategic and valuable links to the communities being served.
- (b) It is further agreed that Volunteers will be in addition to established positions in the bargaining unit.
- (c) Volunteers shall not perform any work or services that are discontinued as a result of a legal lockout or legal strike.
- (d) Job descriptions and duties for all Volunteers shall be presented to the Union for consultation.
- (e) All Volunteers will be the ultimate responsibility of the Employer, not the bargaining unit Employees to which they are assigned, and Volunteers will also report to and be the responsibility of the Management Team for the shelter in which they volunteer.
- (f) If the Branch or the Union fails to agree upon any matter or procedure arising out of volunteer activity, such matter shall be referred to the grievance and arbitration procedures as outlined in Articles 10 and 11 of this collective agreement.

Signed this 20<sup>TH</sup> day of SEPTEMBER, 2018.

  
\_\_\_\_\_  
Craig Danjell, Chief Executive Officer

  
\_\_\_\_\_  
Kelly Boudreau, CUPE 1048 President

  
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Jolie Wist, GM, Human Resources

  
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Raeanne Burke, Animal Care Attendant

  
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Mark Takhar, Chief Operating Officer

**LETTER OF UNDERSTANDING**

**LETTER OF UNDERSTANDING #2 – DEFINITIONS OF EMPLOYMENT STATUS**

between  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1048-01  
and  
The North Cariboo Branch  
of the  
British Columbia Society for the Prevention of Cruelty to Animals  
(BC SPCA)

**DEFINITIONS OF EMPLOYMENT STATUS:**

The parties share a mutual desire to clarify the definition of “Temporary” and “Casual” Employee and how the collective agreement language applies to these two statuses. As such, the parties agree to put together a committee made up of two (2) Employer representatives and two (2) Union representatives to review the provisions of the collective agreement by September 30, 2018.

If mutual agreement can be reached, a separate letter of understanding outlining such agreement will be entered into and be attached to this collective agreement. In the event that mutual agreement cannot be reached, the existing language of the collective agreement will apply and the parties will refer any disputes to the grievance and arbitration procedure.

Signed this 20TH day of SEPTEMBER, 2018.

  
\_\_\_\_\_  
Craig Dayrell, Chief Executive Officer

  
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Kelly Boudreau, CUPE 1048 President

  
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Jolie Wist, GM, Human Resources

  
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Raeanne Burke, Animal Care Attendant

  
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Mark Takhar, Chief Operating Officer