

# WELCOME

## A New Collective Agreement: Now What?

### Four Steps for Collective Agreement Interpretation

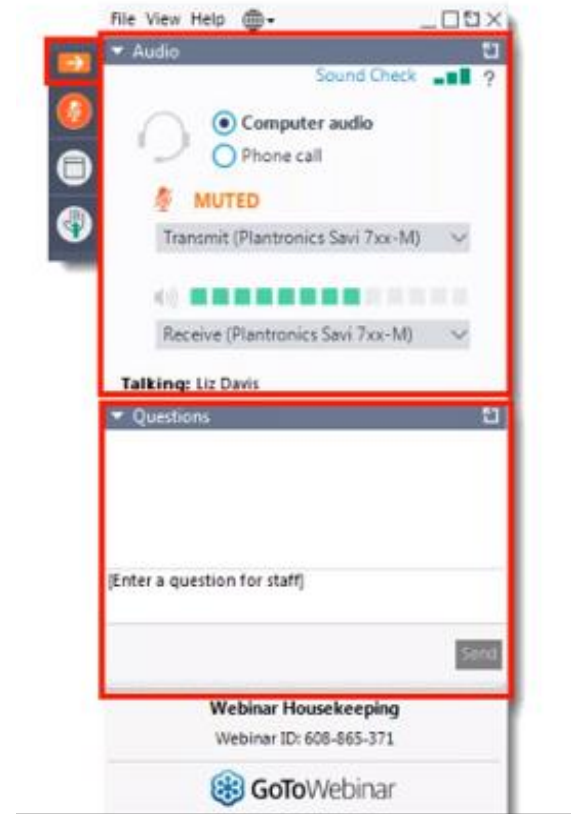


**PSAC · BC**

Public Service Alliance of Canada

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# AGENDA

- ❖ Traditional Land Acknowledgement
- ❖ Greetings from PSAC BC Region
- ❖ Objectives
- ❖ What is a Collective Agreement?
- ❖ The Four-Step Framework
- ❖ Practice
- ❖ Q&A
- ❖ Wrap-up



# OBJECTIVES

Participants will learn a practical approach to interpreting CA language

We will;

- Walk-through the four-step framework for Collective Agreement (CA) interpretation
- Examine a sample article from a recently ratified CA
- Provide you an opportunity to interpret an article on your own
- Talk about how you can get involved in upcoming rounds of bargaining

Type your answer in the questions box:

# What is a collective agreement?

# A Collective Agreement is:

- A legally binding agreement entered into willingly (usually) by the union and the employer
- Applies to the employer, union and employees specified in the “purpose and scope” article and/or the “recognition” article and/or the cover page of the agreement.
- Employer retains residual management rights not modified by the collective agreement (or legislation).
  - additional entitlements usually described in employer policies.
  - policies to explain collective agreement rights.
  - where there is a conflict between an employer policy and a collective agreement, the agreement takes precedence.

# The Four-Step Framework

The four steps are:

1. What entitlement or right does the provision establish?
2. Who has the right?
3. What conditions need to be satisfied for the right to come into effect?
4. What obligations must the employer fulfill to give effect to the right?

# Applying the Four-Step Framework

Sample Article #1  
Domestic Violence Leave

- Take a moment to review this article
- We will be using it as an example through the presentation



# The Four-Step Framework: Step 1 – WHAT?

Ask yourself,

## 1. What entitlement or right does the provision establish?

Example article titles from various CA's

**Union Recognition**  
**Use of Employer facilities**  
**No Discrimination**  
**Variable hours**  
**Sick leave with pay**

**Acting Pay**  
**Clothing**  
**Washup time**  
**Dental plan**



# The Four-Step Framework: Step 1 – WHAT?

What entitlement or right does the new domestic violence provision establish?

Example (PA Agreement)

**Article 54: domestic violence leave**

# The Four-Step Framework: Step 2 – WHO?

Ask yourself,

## 2. Who has the right / entitlement to the provision?

Employer – Union - Employee

**POLL:**

**Which of the three parties gains the most entitlements in a collective agreement?**

**(Who has the most entitlements in the collective agreement?)**

# The Four-Step Framework: Step 2 – WHO?

Who has the right to the provision?

*54.01(b) ...an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence...*

- the employee has the right or entitlement

# The Four-Step Framework: Step 3 – HOW?

**3. For the right to take effect, the following conditions must be satisfied.**

*54.01(b) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee...*

- Must request the leave
- Must be subject to or be the parent of a dependent child subject to DV

...domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship...  
(definition from the article's preamble)



# The Four-Step Framework: Step 3 – HOW?

**For the right to take effect, the following conditions must be satisfied.**

54.01(b) *...shall be granted domestic violence leave in order to enable the employee...*

- to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
  - to obtain services from an organization which provides services for individuals who are subject to DV;
  - to obtain professional counselling;
  - to relocate temporarily or permanently; or
  - to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- Must be relocating or seeking one or more of the listed supports / services because of the DV



# The Four-Step Framework: Step 3 – HOW?

For the right to take effect, the following conditions must be satisfied.

*54.01(e) ...an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.*

- Employee must not be the abuser (must not be charged with an offence related to the DV or have committed the DV)

# The Four-Step Framework: Step 3 – HOW?

For the right to take effect, the following conditions must be satisfied.

- Must be experiencing (or have a dependent child experiencing) DV
- Must request the leave
- Must be relocating or seeking one or more of the listed supports / services because of the DV
- Employee must not be the abuser (must not be charged with an offence related to the DV or have committed the DV)



# The Four-Step Framework: Step 4 – HOW?

## Employer Obligations

### 4. What obligations must the employer fulfill to give effect to the right?

*54.01 (b) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave...*

*(c) The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.*

- When the conditions are satisfied the employer is obligated to provide up to 75 hours of DV leave each fiscal year
- Employer must either accept signed statement or advise employee that more information is required to authorize the leave

# PRACTICE

## Sample Article #2 (From PA Agreement)

### Article 53: leave with or without pay for other reasons

53.01 *At its discretion, the Employer may grant:*

- a. leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;*
- b. leave with or without pay for purposes other than those specified in this agreement.*

## Practice – Step 1 – What?

1. Can you think of circumstances when this article might be used?

### Sample Article (From PA Agreement)

#### Article 53: leave with or without pay for other reasons

*53.01 At its discretion, the Employer may grant:*

- a. leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;*
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# Practice – Step 1

## What entitlement does it provide?

### Sample Article #2 (From PA Agreement)

#### Article 53: leave with or without pay for other reasons

53.01 *At its discretion, the Employer may grant:*

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# Practice – Step 2 - Who does it apply to? Employer / Union / Employee

## Sample Article #2 (From PA Agreement)

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## Practice – Step 3

**What conditions must be satisfied for the right to take effect?**

### **Sample Article #2 (From PA Agreement)**

#### **Article 53: leave with or without pay for other reasons**

*53.01 At its discretion, the Employer may grant:*

- a. leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;*
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## Practice – Step 4

### What obligations must the employer fulfil?

#### Sample Article #2 (From PA Agreement)

#### Article 53: leave with or without pay for other reasons

53.01 *At its discretion, the Employer may grant:*

- a. leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;*
- b. leave with or without pay for purposes other than those specified in this agreement.*

# Practice – The Answers;

## 1. What entitlement?

Special leave with or without pay for other reasons

## 2. Who?

Employee

## 3. Conditions?

**Paragraph a.** - Prevented from reporting for duty – circumstances not directly attributable to employee

**Paragraph b.** - Leave with or without pay for something not specified in the CA

## 4. Employer Obligations?

**Paragraph a.** – In exercising discretion, not unreasonably withhold the leave “special leave” with pay employee

**Paragraph b.** – Employer exercises their discretion





# Questions?

# Comments?



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