

**COLLECTIVE AGREEMENT**

**between**

**BROADMEAD CARE SOCIETY**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective to March 31, 2019**

**TABLE OF CONTENTS**

**DEFINITIONS.....1**

**ARTICLE 1 - PREAMBLE .....3**

    1.1 Purpose of Agreement.....3

    1.2 Future Legislation .....3

    1.3 Conflict With Policy.....3

    1.4 Master Appendices A, B, C, D, E and F .....3

    1.5 Singular and Plural .....3

    1.6 Human Rights Code .....3

    1.7 Sexual Harassment .....4

    1.8 Discrimination and Sexual Harassment Complaint Procedures.....5

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS.....6**

    2.1 Bargaining Unit Defined.....6

    2.2 Bargaining Agent Recognition .....7

    2.3 Correspondence.....7

    2.4 No Other Agreement .....7

    2.5 No Discrimination for Union Activity .....7

    2.6 Recognition and Rights of Stewards' .....7

    2.7 Bulletin Boards .....8

    2.8 Union Insignia .....8

    2.9 Right to Refuse to Cross Picket Lines .....8

    2.10 Time Off for Union Business.....8

    2.11 Union Meetings.....9

**ARTICLE 3 - UNION SECURITY.....9**

**ARTICLE 4 - CHECK-OFF OF UNION DUES .....10**

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES.....10**

**ARTICLE 6 - EMPLOYER'S RIGHTS .....11**

**ARTICLE 7 - EMPLOYER/UNION RELATIONS.....11**

    7.1 Union and Employer Representation.....11

    7.2 Union Bargaining Committees .....11

    7.3 Union Representatives .....11

    7.4 Technical Information.....12

    7.5 Policy Meetings.....12

    7.6 Emergency Services .....12

**ARTICLE 8 - GRIEVANCES .....12**

    8.1 Grievance Procedure .....12

    8.2 Step 1.....12

    8.3 Time Limits to Present Initial Grievance .....12

    8.4 Step 2.....12

    8.5 Time Limit to Reply at Step 2.....13

    8.6 Failure to Act.....13

    8.7 Time Limits to Submit to Arbitration .....13

    8.8 Administrative Provisions.....13

    8.9 Dismissal or Suspension Grievances .....14

    8.10 Deviation from Grievance Procedure .....14

    8.11 Policy Grievance.....14

8.12	Technical Objections to Grievances .....	14
8.13	Effective Date of Settlements.....	14
8.14	Amending Time Limits .....	15
<b>ARTICLE 9 - ARBITRATION.....</b>		<b>15</b>
9.1	Notification .....	15
9.2	Assignment of a Single Arbitrator .....	15
9.3	Arbitration Procedure.....	15
9.4	Decision of Arbitrator .....	15
9.5	Disagreement on Decision.....	15
9.6	Expenses of Arbitration .....	16
9.7	Amending Time Limits .....	16
9.8	Expedited Arbitration .....	16
<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>16</b>
10.1	Burden of Proof.....	16
10.2	Dismissal.....	17
10.3	Suspension .....	17
10.4	Dismissal and Suspension Grievance .....	17
10.5	Right to Grieve Other Disciplinary Action .....	17
10.6	Employee Appraisal Forms .....	17
10.7	Personnel File.....	18
10.8	Right to Have Steward Present .....	18
10.9	Rejection During Probation .....	18
10.10	Abandonment of Position .....	18
<b>ARTICLE 11 - SENIORITY.....</b>		<b>18</b>
11.1	Seniority Defined .....	18
11.2	Seniority List.....	19
11.3	Loss of Seniority.....	19
11.4	Re-Employment .....	20
11.5	Bridging of Service .....	20
<b>ARTICLE 12 - SERVICE CAREER POLICY .....</b>		<b>20</b>
12.1	Postings .....	20
12.2	Union Observer.....	21
12.3	Selection Procedures .....	21
12.4	Notification .....	21
12.5	Review of Staffing Decisions.....	21
12.6	Interview Expenses .....	22
12.7	Transfers Without Posting.....	22
<b>ARTICLE 13 - LAYOFF AND RECALL.....</b>		<b>22</b>
13.1	Workforce Adjustment .....	22
13.2	Layoff and Recall Committee .....	23
13.3	Less Than Three Years' Service Seniority .....	25
13.4	Layoff - Three or More Years of Service Seniority .....	26
<b>ARTICLE 14 - HOURS OF WORK .....</b>		<b>28</b>
14.1	Hours of Work.....	28
14.2	Work Schedules .....	28
14.3	Conversion of Hours .....	30
14.4	Rest Periods .....	30

14.5	Standby Provisions.....	30
14.6	Meal Periods .....	31
14.7	Flextime.....	31
<b>ARTICLE 15 - SHIFT WORK.....</b>		<b>31</b>
15.1	Definition of Shifts and Shift Premiums .....	31
15.2	Shift Premium Entitlement.....	31
15.3	Notice of Work Schedules .....	32
15.4	Short Changeover Premium .....	32
15.5	Exchange of Shifts .....	32
15.6	Shortfall of Annual Working Hours .....	32
<b>ARTICLE 16 - OVERTIME.....</b>		<b>33</b>
16.1	Definitions .....	33
16.2	Authorization and Application of Overtime.....	33
16.3	Overtime Entitlement.....	33
16.4	Recording of Overtime .....	33
16.5	Sharing of Overtime.....	33
16.6	Overtime Compensation .....	34
16.7	Overtime Meal Allowance.....	34
16.8	No Layoff to Compensate for Overtime.....	35
16.9	Right to Refuse Overtime .....	35
16.10	Overtime for Part-Time Employees.....	35
16.11	Callout Provisions.....	35
16.12	Rest Interval After Overtime .....	36
<b>ARTICLE 17 - PAID HOLIDAYS .....</b>		<b>36</b>
17.1	Paid Holidays.....	36
17.2	Holidays Falling on Saturday or Sunday .....	36
17.3	Holiday Falling on a Day of Rest .....	36
17.4	Holiday Falling on a Scheduled Workday.....	37
17.5	Holiday Coinciding With a Day of Vacation.....	37
17.6	Christmas or New Year's Day Off .....	37
17.7	Paid Holiday Pay.....	37
<b>ARTICLE 18 - ANNUAL VACATIONS.....</b>		<b>37</b>
18.1	Annual Vacation Entitlement .....	37
18.2	Vacation Earnings for Partial Years .....	38
18.3	Vacation Scheduling.....	38
18.4	Vacation Pay.....	38
18.5	Approved Leave of Absence with Pay.....	39
18.6	Vacation Carryover .....	39
18.7	Call Back From Vacation .....	39
18.8	Vacation Leave on Retirement.....	39
18.9	Vacation Credits Upon Death .....	39
<b>ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY.....</b>		<b>39</b>
<b>ARTICLE 20 - SPECIAL AND OTHER LEAVE .....</b>		<b>40</b>
20.1	Bereavement Leave .....	40
20.2	Special Leave .....	40
20.3	Family Illness .....	41
20.4	Full-Time Public Duties .....	41

20.5	Leave for Court Appearances .....	41
20.6	Leave for Writing Examinations .....	41
20.7	Leave for Taking Courses .....	42
20.8	Educational Leave .....	42
20.9	Elections .....	43
20.10	General Leave .....	43
20.11	Leave for Medical and Dental Care .....	43
20.12	Maximum Leave Entitlement .....	44
20.13	Emergency Service Leave .....	44
20.14	Canadian Armed Forces and Canadian Coast Guard Auxiliary .....	44
20.15	Donor Leave .....	44
20.16	Other Religious Observances .....	44
20.17	Extended Child Care Leave .....	45
20.18	Compassionate Care Leave .....	45
<b>ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE .....</b>		<b>45</b>
21.1	Maternity Leave .....	45
21.2	Parental Leave .....	45
21.3	Maximum Combined Entitlement .....	46
21.4	Benefit Waiting Period Allowance .....	46
21.5	Maternity Leave Allowance .....	46
21.6	Parental Leave Allowance .....	46
21.7	Pre-Placement Adoption Leave .....	47
21.8	Benefits Continuation .....	47
21.9	Deemed Resignation .....	47
21.10	Entitlements Upon Return to Work .....	47
21.11	Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment .....	48
21.12	Benefits Upon Layoff .....	48
<b>ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>48</b>
22.1	Statutory Compliance .....	48
22.2	Joint Occupational Health and Safety Committees .....	48
22.3	Unsafe Work Conditions .....	49
22.4	Investigation of Accidents .....	49
22.5	Occupational First Aid Requirements and Courses .....	50
22.6	Injury Pay Provision .....	51
22.7	Transportation of Accident Victims .....	51
22.8	Video Display Terminals .....	51
22.9	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances .....	51
22.10	Communicable Diseases .....	51
22.11	Workplace Violence .....	52
22.12	Pollution Control .....	52
22.13	Training Program for Occupational Health and Safety Committee Members .....	52
22.14	Skin Protection From Ultra Violet Radiation .....	53
22.15	Employee Safety Travelling To and From Work .....	53
22.16	Strain Injury Prevention .....	53
<b>ARTICLE 23 - TECHNOLOGICAL CHANGE .....</b>		<b>54</b>
<b>ARTICLE 24 - CONTRACTING OUT .....</b>		<b>55</b>
<b>ARTICLE 25 - HEALTH AND WELFARE .....</b>		<b>55</b>
25.1	Basic Medical Insurance .....	55

25.2	Extended Health Care Plan .....	55
25.3	Dental Plan .....	55
25.4	Group Life.....	56
25.5	Air Travel Insurance .....	56
25.6	Employment Insurance.....	56
25.7	Medical Examination .....	56
25.8	Legislative Changes .....	56
25.9	Employee and Family Assistance Program .....	57
25.10	Health and Welfare Plans .....	57
25.11	Designation of Spouse .....	57
<b>ARTICLE 26 - WORK CLOTHING .....</b>		<b>57</b>
26.1	Purchase of Work Clothing.....	57
26.2	Replacement Provisions .....	57
<b>ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES .....</b>		<b>58</b>
27.1	Equal Pay .....	58
27.2	Paydays.....	58
27.3	Rates of Pay.....	58
27.4	Substitution Pay .....	59
27.5	Rate of Pay on Reclassification or Promotion.....	60
27.6	Pay on Temporary Assignment .....	60
27.7	Salary Protection and Downward Reclassification of Position.....	60
27.8	Vehicle Allowances .....	60
27.9	Meal Allowances.....	61
27.10	Transportation for Employees.....	61
27.11	Cashier Policy .....	61
27.12	Abnormal Working Conditions .....	61
27.13	Upgrading Qualifications .....	61
27.14	Retirement Allowance and Pre-Retirement Leave .....	61
27.15	Salary Rate Upon Employment .....	62
27.16	Telephone Allowance .....	62
27.17	Salary Rate on Demotion.....	62
27.18	Hourly, Daily and Partial Month Calculations .....	62
27.19	Child Care Expenses .....	63
27.20	Lodging Allowance .....	63
27.21	Salary Rate on Demotion.....	63
27.22	Qualified Registered Professional Fees.....	63
27.23	Travel Expense Reimbursement.....	64
<b>ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION .....</b>		<b>64</b>
28.1	Classification Plan .....	64
28.2	Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs .....	64
28.3	Classification Appeal Procedure.....	64
28.4	Adjudication .....	65
28.5	Effective Dates .....	66
28.6	Elimination of Present Classification (New Clause) .....	66
<b>ARTICLE 29 - JOINT COMMITTEE .....</b>		<b>66</b>
29.1	Establishment of Joint Committee.....	66
29.2	Meetings of Committee.....	66
29.3	Chairperson of Committee .....	66

29.4	Responsibilities of Committee .....	66
<b>ARTICLE 30 - AUXILIARY EMPLOYEES .....</b>		<b>67</b>
30.1	Auxiliary Employees.....	67
30.2	In-Service Status for Applying for Regular Positions .....	68
30.3	Seniority .....	68
30.4	Loss of Seniority.....	68
30.5	Layoff and Recall.....	69
30.6	Application of Agreement .....	72
30.7	Health and Welfare.....	72
30.8	Weekly Indemnity.....	72
30.9	Medical, Dental and Group Life Insurance .....	73
30.10	Designated Paid Holidays .....	74
30.11	Annual Vacations .....	74
30.12	Eligibility Requirements for Benefits.....	75
<b>ARTICLE 31 - GENERAL CONDITIONS .....</b>		<b>75</b>
31.1	Commuting.....	75
31.2	Comprehensive Insurance .....	76
31.3	Indemnity .....	76
31.4	Payroll Deductions .....	76
31.5	Political Activity.....	76
31.6	Copies of Agreements.....	77
31.7	Travel Advance.....	78
31.8	Transfer of Employees Out of the Public Service Bargaining Unit .....	78
31.9	Private Vehicle Damage.....	78
31.10	Personal Property Damage.....	78
31.11	Disclosure of Information.....	78
31.12	Electronic Monitoring.....	79
31.13	Misuse of Managerial/Supervisory Authority.....	79
<b>ARTICLE 32 - SPECIAL EMPLOYMENT PROGRAMS.....</b>		<b>80</b>
32.1	Training Program .....	80
32.2	Co-operative Education Training Program.....	81
32.3	Youth Employment Program.....	82
32.4	Aboriginal Youth Internship Program .....	82
<b>ARTICLE 33 - SAFEGUARDING VULNERABLE PEOPLE .....</b>		<b>82</b>
33.1	Purpose .....	82
33.2	Confidential Disclosures .....	83
<b>ARTICLE 34 - LIMITED EMPLOYMENT AND PRIVATIZATION.....</b>		<b>83</b>
<b>ARTICLE 35 - TERM OF AGREEMENT.....</b>		<b>85</b>
35.1	Duration .....	85
35.2	Notice to Bargain .....	85
35.3	Commencement of Bargaining.....	85
35.4	Change in Agreement .....	85
35.5	Agreement to Continue in Force.....	85
35.6	Effective Date of Agreement.....	85
<b>APPENDIX 1A - Classifications and Rates of Pay.....</b>		<b>87</b>
<b>APPENDIX 1B - FORMERLY PEA - Salary Grid – Effective January 15, 2014 .....</b>		<b>135</b>

APPENDIX 2A - Classification Titles and Grid Ranges.....	136
APPENDIX 2B - Classification Titles and Grid Ranges.....	139
APPENDIX 2C - BCS RN Wage Grid.....	139
APPENDIX 2D - Active Trades Classifications – Chart 1.....	141
APPENDIX 2E - Rates of Pay for Apprentices .....	142
APPENDIX 2F - Special Employment Program Rates.....	143
APPENDIX 3 - Short and Long-Term Disability .....	144
APPENDIX 4 - Seniority Blocks .....	156
INFORMATION APPENDIX I - Re: Advance Payment of Group Life Benefits.....	156
INFORMATION APPENDIX II - Re: Flexible Work Arrangements.....	156
MEMORANDUM OF UNDERSTANDING 1 - Re: Employment Security .....	159
MEMORANDUM OF UNDERSTANDING 2 - Re: The Authority of the Article 13 Layoff and Recall Committee.....	160
MEMORANDUM OF UNDERSTANDING 3 - Re: Clause 31.8 and Article 34.....	161
MEMORANDUM OF UNDERSTANDING 4 - Re: Joint Advisory Committee.....	161
MEMORANDUM OF UNDERSTANDING 5 - Re: Bullying in the Workplace.....	163
MEMORANDUM OF UNDERSTANDING 6 - Re: Clause 30.12 – Eligibility Requirements for Benefits ....	164
MEMORANDUM OF UNDERSTANDING 7 - Re: The Application of Article 13.3(A)(4) and Article 19 ...	165
MEMORANDUM OF UNDERSTANDING 8 - Re: Auxiliary Employees - STIIP .....	165
MEMORANDUM OF UNDERSTANDING 9 - Re: Project Employees.....	165
MEMORANDUM OF UNDERSTANDING 10 - Re: Temporary Market Adjustments .....	166
MEMORANDUM OF UNDERSTANDING 11 - Re: Union/Management Joint Training .....	167
MEMORANDUM OF UNDERSTANDING 12 - Re: Regular Part-Time Employees .....	167
MEMORANDUM OF UNDERSTANDING 13 - Re: Scheduling of Earned Time Off and Vacation on Layoff .....	168
MEMORANDUM OF UNDERSTANDING 14 - Re: Gainsharing .....	168
MEMORANDUM OF UNDERSTANDING 15 - Re: Priority Placement and Employment Equity.....	169
MEMORANDUM OF UNDERSTANDING 16 - Re: Agreed-to List of Arbitrators .....	169
MEMORANDUM OF UNDERSTANDING 17 - Re: Benefits and STIIP.....	170
MEMORANDUM OF UNDERSTANDING 18 - Re: Economic Stability Dividend.....	170
LETTER OF UNDERSTANDING - Re: Nigel House Cooks' Schedule.....	171



**DEFINITIONS**

For the purpose of this agreement:

- (1) "*Aboriginal community government*" - means an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal, or Métis governing body authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangements;
- (2) "*Bargaining unit*" - is the unit for collective bargaining described in Section 4(c) of the *Public Service Labour Relations Act* for which the B.C. Government Employees' Union was certified by the Labour Relations Board of British Columbia on March 8, 1974;
- (3) "*Basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection;
- (4) "*Child*" - wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
- (5) "*Common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (6) "*Component*" - means an occupational group as specified in Appendices A to F;
- (7) "*Continuous employment*" or "*continuous service*" - Subject to Clause 11.3, means, uninterrupted employment with Broadmead Care Society, including uninterrupted employment in the Public Service of British Columbia prior to June 1, 2013;
- (8) "*Day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (9) "*Demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (10) "*Employee*" - means a member of the bargaining unit and includes:
  - (a) "*Regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - (b) "*Auxiliary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
    - (11) seasonal positions;
    - (12) positions created to carry out special projects or work which is not continuous;
    - (13) temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave;
    - (14) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;
      - (a) "*Project employee*" - meaning an employee who is employed for work which is not of a continuous full-time or continuous part-time nature, such as those appointments to positions at

the Veterans Health Centre or appointments to those positions funded by Veterans Affairs Canada:

Note: this provision only applies to those employees appointed to Broadmead Care Society subsequent to the date of ratification.

"Employee" does not include:

- (15) excluded persons pursuant to Article 2.1;
- (16) incumbents of managerial or confidential positions mutually excluded by the parties to this agreement;
- (17) "Employer" - means Broadmead Care Society;
- (18) "Headquarters or geographic location" - is that area within a radius of 32 kilometers of where an employee ordinarily performs their duties;
- (19) "Holiday" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;
- (20) "Hours of operation" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;
- (21) "Hours travelled" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;
- (22) "Lateral transfer" or "transfer" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (23) "Layoff" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 - Layoff and Recall or Article 30 - Auxiliary Employees;
- (24) "Leave of absence with pay" - means to be absent from duty with permission and with pay;
- (25) "Leave of absence without pay" - means to be absent from duty with permission but without pay;
- (26) "Probation" - for an employee means six months, or 910 hours;
- (27) "Promotion" - means a change from an employee's position to one with a higher maximum salary level;
- (28) "Relocation" - refers to the movement of an employee from one geographic location to another;
- (29) "Resignation" - means a voluntary notice by the employee that they are terminating their service on the date specified;
- (30) "Rest period" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (31) "Shift" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (32) "Spouse" - includes husband, wife and common-law spouse;

(33) "*Termination*" - is the separation of an employee from Broadmead Care Society for cause pursuant to Article 10 - Dismissal, Suspension and Discipline, Article 11 - Seniority, or Article 30 - Auxiliary Employees;

(34) "*Travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on employer business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees;

(35) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU) or BC Nurses' Union (BCNU);

(36) "*Workday*" - is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;

(37) "*Work schedule*" - means the roster of work hours and days to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

The parties to this agreement share a desire to improve the quality of the Broadmead Care Society. Accordingly, they are determined to establish an effective working relationship at all levels of Broadmead Care Society in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict With Policy

In the event that there is a conflict between the contents of this agreement and any policy made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said policy.

### 1.4 Master Appendices A, B, C, D, E and F

Appendices A, B, C, D, E and F shall be subject to the provisions of this agreement and shall not contradict, nullify, or alter any term contained therein.

### 1.5 Singular and Plural

Wherever the singular is used in this agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

### 1.6 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

In accordance with Clause 7.5, the parties will continue to review methods of extending knowledge of the *Human Rights Code* within Broadmead Care Society and for extending knowledge relating to the *Human Rights Code* to all employees.

Broadmead Care Society, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the BC *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offense unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.8. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.8.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievances.

### **1.7 Sexual Harassment**

Broadmead Care Society, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.8. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.8.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievances.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

### **1.8 Discrimination and Sexual Harassment Complaint Procedures**

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clause 1.6 or 1.7 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.

(b) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the CEO or their designate within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title and work location of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;

- date(s) of incidents;
  - name(s) of witnesses (if any);
  - prior attempts to resolve (if any).
- (e) CEO or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the CEO or such later date as may be mutually agreed by the Employer and the Union.
- (f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to arbitration.
- (g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Arbitrator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.
- (h) If the Arbitrator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.
- (i) Pending the determination of the complaint, the CEO may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.
- (j) The complainant will not be relocated without their agreement.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and (or) confidential exclusions.
- (b) The guidelines to be considered in negotiating exclusions shall be:
- (1) position incumbents employed for the primary purpose of exercising senior management functions;
  - (2) position incumbents employed in a confidential capacity in matters relating to labour relations;
  - (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement, or pursuant to the *Labour Relations Code*.
- (d) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.

- (2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.
- (3) Such discussions shall include an interview with the incumbent and their immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.
- (4) If no agreement is reached or if no response is received from the Union within 90 days of the date of notification in (1) above, the Employer may refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.
- (5) Where a matter has been referred to arbitration, the arbitrated decision, if any, will be deemed to be binding on the parties.
- (6) The Employer shall provide to the Union on an annual basis a list of excluded positions and incumbents.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, applies. The Employer recognizes the BC Nurses' Union as the exclusive bargaining agent for all employees for whom the Union has been certified as bargaining agent.

## **2.3 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of this agreement as it applies to that employee, shall be forwarded to the President of the Union or their designate.

## **2.4 No Other Agreement**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

## **2.5 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

## **2.6 Recognition and Rights of Stewards'**

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account operational considerations. The Union is entitled to at least one steward per worksite to represent employees at Step 2 of the grievance procedure.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) In the absence of a steward, another steward at Broadmead Care Society will represent the employee.

- (d) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (e) The duties of stewards shall include:
- (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure (see [f] below regarding Step 2);
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.
- (f) The mandate of the steward at Step 2 is to:
- (1) present the grievance at step 2;
  - (2) conduct the step 2 meeting with the step 2 designate;
  - (3) attempt to conclude the grievance at step 2. it is understood that settlements reached in this process are without prejudice to the positions of either party respecting the issue in dispute.

## 2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

## 2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "*bcgeu*" or "*BCNU*". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## 2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## 2.10 Time Off for Union Business

- (a) *Without pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:



- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;
  - (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.1.
- (b) *With pay* - leave of absence with basic pay and without loss of seniority will be granted to three employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (d) The Employer shall grant, on request, leave of absence without pay:
- (1) for employees selected for a full-time position with the Union for a period of one year;
  - (2) for an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union; or, for an employee elected to BC Nurses' Union Provincial Executive or Regional Chairperson;
  - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

### **2.11 Union Meetings**

- (a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.
- (b) The Union shall provide not less than two weeks' notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.
- (c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

### **ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who on March 8, 1974 were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).

- (b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

#### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union constitution and (or) bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) A report of employees who cease employment will be provided on a quarterly basis.

#### **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:

- (1) the name, location and work telephone number of the steward; and
  - (2) an authorization form for union dues check-off.
- (c) Upon request, the steward shall be advised of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.
- (e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

#### **ARTICLE 6 - EMPLOYER'S RIGHTS**

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **7.2 Union Bargaining Committees**

A union bargaining committee shall consist of employees who are representatives of the Union, together with the President of the Union or designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

##### **7.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of Broadmead Care Society.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to local chairpersons, component chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of Broadmead Care Society.

(e) Notwithstanding Clause 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Employer of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of Broadmead Care Society.

#### **7.4 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

#### **7.5 Policy Meetings**

The Employer and the Union recognize the importance and necessity of the Principals to this agreement meeting regularly to discuss problems which may arise from time to time.

#### **7.6 Emergency Services**

The parties recognize that in the event of a strike or lockout as defined in the *Labour Relations Code* situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

### **ARTICLE 8 - GRIEVANCES**

#### **8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

#### **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

#### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than 30 days after the date:

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

#### **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:

- (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting their grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

#### **8.5 Time Limit to Reply at Step 2**

- (a) Within 21 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 30 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

#### **8.6 Failure to Act**

If the President of the Union, or their designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

#### **8.7 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9 - Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received, or
- (b) 30 days after the Employer's decision was due.

#### **8.8 Administrative Provisions**

- (a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or by facsimile.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Employer or the Union.

### **8.9 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration, with a copy to the CEO or designate, within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.
- (b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving such notice.

### **8.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

### **8.11 Policy Grievance**

- (a) Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement or a, the dispute shall be discussed initially with the CEO or designate or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 - Arbitration.
- (b) Unless agreed by the Principals, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

### **8.12 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **8.13 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the

grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

#### **8.14 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

### **ARTICLE 9 - ARBITRATION**

#### **9.1 Notification**

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested.

#### **9.2 Assignment of a Single Arbitrator**

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

(c) The parties shall agree upon a list of arbitrators which shall be appended to this agreement. An arbitrator may be removed from the list by mutual agreement.

(d) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

#### **9.3 Arbitration Procedure**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

#### **9.4 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which they deem 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.

#### **9.5 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which they shall make every effort to do within seven days.

### 9.6 Expenses of Arbitration

Each party shall pay one-half of the fees and expenses of the Arbitrator.

### 9.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

### 9.8 Expedited Arbitration

(a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of this agreement;
- (6) grievances relating to Article 14 - Hours of Work;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection;
- (9) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.

(h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.



## 10.2 Dismissal

The CEO or designate, may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

## 10.3 Suspension

The CEO or designate may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

## 10.4 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8 - Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President or designate of the Union within five days of the action being taken.

## 10.5 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

## 10.6 Employee Appraisal Forms

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.

(b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

(d) An employee shall receive a copy of their appraisal upon request.

### **10.7 Personnel File**

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

### **10.8 Right to Have Steward Present**

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

### **10.9 Rejection During Probation**

(a) The CEO or designate may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8 - Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.9(a).

### **10.10 Abandonment of Position**

An employee who fails to report for duty for 10 consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

For the purpose of this and component agreements:

(a) Service seniority shall mean the length of continuous service as a regular employee in the Public Service of British Columbia and service with Broadmead Care Society following June 1, 2013. Regular employees in the Public Service of British Columbia as of June 30, 1974, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the Employer prior to that date. Service seniority for

part-time employees shall be prorated on the basis of one year's service seniority for every 1827 hours completed.

(b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to their present classification with the status of a regular employee.

(c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clause 12.7 or Appendix 3, Part III or is demoted through no fault of their own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher classification within the same classification series or related series.

(d) Employees appointed by the Employer who are not members of this bargaining unit will not be credited, for the purpose of lay off and recall, with service seniority until they have completed one year's employment after having been placed into a vacancy within this bargaining unit, except as provided in (e).

(e) Employees who left the bargaining unit to fill a position, with the Employer, shall be immediately credited, for the purposes of lay off and recall, with their service seniority accrued within the bargaining unit. Upon completion of one year's service these employees will be credited with the remainder of their service seniority.

## **11.2 Seniority List**

A current service seniority list for regular employees as of December 31 will be provided by the Employer to the President of the Union on or before March 31 of the following year and for March 31 by June 30, June 30 by September 30 and September 30 by December 31.

## **11.3 Loss of Seniority**

(a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21 - Maternity, Parental and Pre-Adoption Leave, shall not accrue seniority for leave periods over 30 calendar days.

(b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.

(c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.

(d) An employee shall lose their seniority as a regular employee in the event that:

(1) they are discharged for just cause;

(2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position; or

(3) they are on layoff for more than one year and they do not opt for auxiliary recall pursuant to Clause 13.3(a)(4).

### **11.4 Re-Employment**

A regular employee who resigns their position and within 90 days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their pension benefit contributions.

### **11.5 Bridging of Service**

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least two years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

Former employees who meet the conditions outlined above will have in-service status when applying for re-employment, and shall, for the purpose of the selection process, be credited with points for the years of continuous service accumulated to the effective date of termination.

## **ARTICLE 12 - SERVICE CAREER POLICY**

### **12.1 Postings**

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days. Such postings shall be throughout Broadmead Care Society worksites.
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of one year from the establishment of the list.
- (c) Vacancies of a temporary nature which are known to exceed seven months shall be posted within 30 days.
- (d) Notices shall be posted at least 14 days prior to the closing date of the competition, except as provided for in Appendix 3, Part III and Article 13 - Layoff and Recall.
- (e) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (f) Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.
- (g) Temporary vacancies of not more than seven months in duration shall be filled in accordance with the provisions in Appendices A, B, C, D, E or F, as appropriate.

## 12.2 Union Observer

The President of the Union or their designate may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

The Employer agrees to give reasonable notice wherever possible of the date of the interviews to the Union. In the event that union leave is denied at the local level, union staff will contact the Director of HR to discuss and resolve the leave request. The Employer will provide as much notice as possible of interview dates. Operational requirements will guide the Employer's response to the request.

## 12.3 Selection Procedures

(a) Appointments will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service.

(b) The initial assessment of applicants shall be a process which appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job types within a classification, which have been evaluated under the selection standards project. Selection procedures shall also include consideration of years of continuous service, i.e., 0.5% of total competition points for each year of continuous service and to a maximum of 10% of total competition points (maximum of 20 years).

(c) Where an eligibility list has been established pursuant to Clause 12.1(b), qualified candidates shall be placed on the list in order of their respective point scores.

## 12.4 Notification

(a) Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful employee applicant.

(b) If the successful applicant is not an employee, upon request, an unsuccessful employee applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

## 12.5 Review of Staffing Decisions

(a) An employee who is an unsuccessful applicant may request from the individual responsible for the appointment an explanation of the reasons why he or she was not appointed.

(b) The responsible individual must provide an explanation as soon as practicable after receiving a request under Subsection (a).

(c) An employee who has made a request under (a) above may request an inquiry with respect to the appointment. Any such request must include a detailed statement, in writing, specifying the grounds on which the request is made and be directed to the employer designate responsible for the position.

(d) The CEO, or a person designated by the CEO, who receives an application under (c) above must inquire into the appointment and confirm the appointment or proposed appointment or direct that the appointment or proposed appointment be reconsidered. The CEO or designate will reply within 30 days.

(e) The following are not subject to a review and may not form the basis of a grievance:

- (1) staffing decisions respecting positions outside the bargaining unit;

- (2) a temporary appointment of not more than seven months in duration; and
- (3) an appointment of an auxiliary employee.

### **12.6 Interview Expenses**

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with basic pay and shall have their authorized expenses paid. An employee granted leave under this clause shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

### **12.7 Transfers Without Posting**

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
  - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
  - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Rehabilitation Committee established in Appendix 3, Part III shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **PREAMBLE**

The Employer agrees not to exercise its right to cause a lay off that results in the cessation of employment for a regular employee except as provided in this article.

Information note: RN/RPN: See Appendix F for additional specific information

### **PRE-LAYOFF CANVAS**

Prior to the lay off of regular employee(s) under Clause 13.3 or 13.4, the Employer may canvas any employee or group of employees within Broadmead Care Society to invite:

- (a) voluntary placement into a vacant regular position;
- (b) resignation with severance as provided for in clause 13.3/13.4; or
- (c) where eligible, early retirement.

### **13.1 Workforce Adjustment**

- (a) The parties recognize that workforce adjustment will be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the Employer, reorganization, program termination or closure which impacts a number of employees.
- (b) Clauses 13.1 and 13.2 shall not apply to regular employees who are normally subject to lay off because of business cycle or seasonal work.
- (c) The timeframe for Clause 13.1 placement activities is 90 days, or a lesser time frame for smaller adjustments, from the date the employee receives written notice of redundancy as mutually agreed to by the Joint Committee. Such notice will only be issued after consultation with or advice to the Joint Committee.

(d) The Employer will consult with the Union through the Joint Committee established pursuant to Article 29 respecting workforce adjustment which results in redundancy as required pursuant to (a) above. Workforce adjustment activities will be guided by the following principles and procedures:

- (1) Both parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees.
- (2) The Employer must first minimize the impact on their regular employees through the appropriate:
  - (i) lay off of limited term employees;
  - (ii) cancellation of contracts for employment agency personnel;
  - (iii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;
  - (iv) where necessary, lay off of auxiliary employees.
- (3) The placement process applies to junior regular employees or, where appropriate, other regular employees in the same classification and seniority block for placement into vacant positions for which they are qualified.
- (4) Surplus employees will be placed through lateral transfers where such vacancies are available.
- (5) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies. Where comparable placement offers are turned down by a surplus employee, they may be immediately referred to Clause 13.2.
- (6) Acceptance of offers made to employees pursuant to this clause is voluntary. Where an employee accepts an offer, once confirmed in writing such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

### **13.2 Layoff and Recall Committee**

- (a) The parties will form a lay off and recall committee whose purpose will be to minimize the impact on individual employees affected by redundancy.
- (b) The purpose of the Committee will be:
  - (1) to facilitate and coordinate, the placement of surplus regular employees into existing vacancies for which they are qualified;
  - (2) to maximize placement opportunities and minimize job loss of affected employees by gathering relevant information, including lists of surplus staff and vacancies; and
  - (3) to recommend job orientation or appropriate training.
- (c) The Committee will be comprised of two representatives of the Employer and two representatives of the Union. The Employer agrees that union representatives who require leave from work will not suffer any loss of basic pay for time spent on the work of the Committee.
- (d) The parties agree that in order to maximize the placement of surplus employees into vacant positions, training may be required over and above that provided for in the agreement.

(e) The parties agree that the Committee is a proper vehicle to identify employee skills, training options, and training sources. Where the Committee determines it is advisable to provide training to assist in such placement, it shall be offered.

Any training provided pursuant to this clause will be on a cost-effective basis for the purpose of continuing a surplus employee's service with the Employer.

(f) The Committee will be guided by the following principles:

(1) Once a regular employee is referred to the Committee for placement, the Committee will have three weeks to effect a placement under this process. If no placement by the Committee is possible within this time frame, then the Employer may issue lay off notice and the procedures of Clause 13.3 or 13.4, as applicable, will be utilized. This time frame may be extended by mutual agreement.

Where lay off notice is issued, the three-week period may run concurrent with the notice period of 13.3(b) or 13.4(b), as applicable.

(2) The Committee shall review all referrals and:

- (i) may recommend on the advisability and scope of a pre-layoff canvass;
- (ii) may recommend staffing actions such as restricted competitions, under implementation, or temporary assignments;
- (iii) may recommend to the Principals on the advisability of an Early Retirement Incentive Plan;
- (iv) identify employee skills, training options and training sources for surplus employees.

(3) This placement process applies to junior regular employees or where appropriate other regular employees in the classification in the seniority block for placement into vacant positions for which they are qualified.

(g) The Committee shall provide for continuing consultation and cooperation between the parties with respect to the, training and placement of employees who have three or more years of seniority and who are subject to lay off.

(h) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint Committee.

(i) The Employer will make available to the Committee a monthly list of vacant positions, and a list of the employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 13, by classification.

(j) The Joint Committee shall establish a schedule of comparable classifications.

(k) The Employer agrees to supply the Joint Committee with as much notice as possible of expected employees to be designated for lay off.

For the purposes of this clause, and where the Committee considers it appropriate, the following definition of "*comparable*" may be used to effect a placement:



"comparable" includes a job with a salary range not more than four grid levels below or one grid level above the employee's original classification.

Where this definition is used, an employee shall not utilize the displacement/bumping options to obtain a promotion.

### 13.3 Less Than Three Years' Service Seniority

In the event of a lay off, the following shall apply to regular employees with less than three years' service:

(a) *Layoff*

(1) Layoff of regular employees with less than three years' service seniority shall be in reverse order of seniority within a classification and within the seniority block as specified in Appendix 4 - Seniority Blocks.

(2) (i) A regular employee designated for lay off may opt to use Clause 13.4(b)(2)(i) and (ii) providing the employee exercising such an option has the qualifications to meet the requirements of the job.

(ii) If there are no vacancies available an employee promoted from another position within the same seniority block may opt to displace the employee currently filling the position originally held by the employee designated for lay off, providing the employee exercising such a displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization.

(iii) If an employee is not placed through the option of (a)(2)(ii) above, then they may opt to displace the junior employee currently filling a position within that classification originally held, providing the employee exercising this displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization. This option shall be exercised only within the same seniority block and same geographic location.

(iv) The employee displaced pursuant to (ii) or (iii) shall have the options contained in (i).

(3) Upon layoff, a regular employee will have the option of displacing the most senior auxiliary employee, within the same seniority block and going onto auxiliary recall lists.

(4) A regular employee who chooses to go onto the auxiliary recall list pursuant to this section, shall retain their regular status unless they fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21 - Maternity, Parental and Pre-Adoption Leave; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Clauses 15.3 and 15.4, the vacation scheduling provisions, and notice of lay off as specified in (b) below.

Where an employee loses regular status by failing to maintain 1200 hours in 26 pay periods as referenced above, their previous regular service seniority shall be credited as auxiliary seniority for the purposes of lay off and recall only. Calculation shall be based on 1827 hours of auxiliary seniority per year of regular service seniority (prorated for partial years).

(5) Notwithstanding (1), (2) and (3) above, regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

(b) The Employer shall notify regular employees, in writing, who are to be laid off, 20 workdays prior to the effective date of lay off. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work 20 full days after notice of lay off, they shall be paid in lieu of work for that part of the 20 days during which work was not made available.

(c) An employee shall not accumulate seniority while on layoff.

(d) Providing regular status is maintained pursuant to (a)(4) above, a regular employee with service seniority of less than three years and who is laid off, will be placed on a recall list for the purposes of recall to a regular position within the seniority block, from which the employee has been laid off.

(e) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. Recall to available work of six months or longer duration shall be considered to be "regular" recall under this section rather than "auxiliary" recall under Clause 30.5 or (3) above. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.

(f) *Severance Pay*

(1) An employee may opt for severance pay on the date the lay off was scheduled to occur, in which case they shall be deemed to have resigned.

(2) A regular employee who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to three weeks' pay for every year (1827 hours at straight-time rate) of regular service seniority or major part thereof.

**13.4 Layoff - Three or More Years of Service Seniority**

In the event of a lay off of employees with three or more years' seniority, the following shall apply:

(a) The Employer shall notify employees affected by Clause 13.4, in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work their regularly scheduled shifts during the six-week period after notice of lay off, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.

(b) An affected employee subject to lay off shall have the right to fill vacancies and to displace employees in the following manner and sequence:

(1) the employee to be laid off shall be the employee with the least service seniority in the same classification;

(2) The employee shall be placed on the basis of service seniority in accordance with (i) through (iv) below.

	Vacancy/Displacement	Classification
(i)	Vacancy	same
(ii)	Vacancy	comparable
(iii)	Displace	same
(iv)	Displace	comparable

(3) In order to facilitate the administration of Clause 13.4(b)(2) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/ bumping option shall be voluntary and if the option is declined by the

employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least senior employee within the classification.

(4) For purposes of this clause, an employee may only displace a junior employee with less than three years' seniority.

(5) "Comparable" includes a job with a salary range not more than four grid levels below the employee's original classification.

(6) Notwithstanding (2) above, an employee may choose to take the options available to employees with less than three years' seniority as outlined in Clause 13.3, rather than the options available to an employee with three or more years' service seniority.

(7) In the event that an employee is not placed pursuant to any of the above options they shall claim (c)(6) above or early retirement or severance pay.

(c) *Job offers pursuant to (c) above:*

(1) If an employee refuses one job offer in the same classification they will be deemed to have resigned but may, if eligible, claim early retirement.

(2) If an employee refuses one job offer in a different classification, and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in Clause 13.4(h).

(3) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance pay as outlined in Clause 13.4(h).

(d) In all cases, the regular employee must possess the qualifications as determined by the Joint Committee, to perform the work available.

(e) *Retraining and Adjustment Period*

(1) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee, current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.

(2) In those circumstances where an employee is being placed in a regular vacancy, the Joint Committee shall also consider other training where it is complementary to current in-service training.

(3) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.

(f) *Early Retirement*

A regular employee who is age 55 years or older and is entitled to receive a pension under the Public Service Pension Plan Rules, as of the effective date of lay off, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to purchase all or part of any eligible service for which no contributions were made, as permitted by the Public Service Pension Plan Rules.

(g) *Pay Out of Sick Leave*

When an employee age 55 or older opts for severance pay or early retirement, they will also qualify in accordance with the agreement, for an amount equal to 50% of accumulated sick leave credits on the date of severance or retirement.

(h) *Severance Pay*

Prior to the expiry of the Notice of Layoff, or within 30 days of refusing job offers in accordance with Clause 13.4(d), a regular employee with greater seniority than three years will be entitled to resign with severance pay based upon three weeks current salary for each year (1827 hours at straight-time rate) of regular service seniority or major part thereof.

The employee will not receive an amount greater than 12 months current salary.

(i) Subject to Clause 13.4(c), employees shall remain at work and on pay until the steps under Clause 13.4(b)(2) are completed provided the employee:

- (1) has co-operated in the placement process; and
- (2) has opted for displacement; and
- (3) has not opted to use Clause 13.4(b)(6).

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays for those positions that are filled 24 hours per day and seven days per week will be 1920, and based on 26 biweekly pay periods. The 1920 annual hours means that all work schedules for those positions filled 24/7 will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1920 hours.

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays for all other positions will be 1827, which is equivalent to an average of 35 hours per week. The 1827 annual hours means that all work schedules other than those filled 24/7 will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

Amend Appendix A - Article 4.1 - Hours of Work and Work Schedules to include an appropriate shift pattern to meet the new annual hours of work, working a seven and one-half hour workday.

Make the necessary consequential amendments throughout the agreement to recognize the new annual hours of work for impacted employees.

Effective date: October 1, 2014, or such date as mutually agreed upon.

### 14.2 Work Schedules

- (a) Appendices A, B, C, D, E or F, as appropriate, shall establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.
- (b) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.

(c) The Employer's designate and the Union steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in relevant appendices and the provisions of this article including the following:

- (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
- (2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated employer representative. If a change is requested which involves more than one worksite, notice shall be given to the President of the Union or designated employer official;
- (3) the parties shall have 14 days, from the date notice is given to reach agreement on work schedules;
- (4) if the parties are unable to reach agreement within 14 days either party may refer the matter to an Hours of Work Umpire on the appropriate form.

(d) The Employer and the Union shall agree on a list of persons designated as "*Hours of Work Umpires*" who shall resolve hours of work disputes in accordance with the provisions of Appendices A, B, C, D, E or F, as appropriate.

(e) (1) The Umpire shall have 14 days, which may be extended by mutual agreement of the Principals by a further seven days, in which to bring in a decision.

(2) The Umpire shall base their decision on work schedule information in Appendices A, B, C, or D, E or F, as appropriate, and the criteria to be applied in this section. The Umpire may consider a work schedule proposed by either party, however only work schedules which are consistent with the relevant appendices may be considered.

(3) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.

(4) In coming to a decision, the Umpire shall abide by the following rules:

- (i) the decision must not be retroactive;
- (ii) the hours of work schedule awarded shall not contain scheduled overtime;
- (iii) the decision must not interpret this agreement except for the provisions of Clauses 14.2(e)(4) and 14.2(f).

(f) The parties recognize that in reaching mutual agreement on work schedules, or where the Umpire is determining a schedule in accordance with the provisions of this article the following will also apply:

(1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;

(2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;

(3) consideration shall also be given to employee preferences, fairness and equity.

- (g) (1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving 14 days' notice, providing the length of workday is not increased beyond nine hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the 14 days' notice may be concurrent with the period of notice in (c)(3) above.
- (2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an umpire's decision.
- (h) Either party may grieve an Hours of Work Umpire decision made pursuant to Clause 14.2 on the grounds that the award contravenes the requirements of Clause 14.2(e) or Clause 14.2(f). The grievance may be filed to a mutually agreed upon Hours of Work Arbitrator within 14 days of the receipt of the Umpire's award. The Hours of Work Arbitrator shall render a decision within 14 days of the conclusion of the hearing.
- (i) If any of the provisions of this article are in conflict with, or are restricted by, any provision of Appendices A, B, C, D, E or F, the provisions of this article will apply.

#### **14.3 Conversion of Hours**

- (a) *Lieu days* - where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be seven hours per lieu day for a full-time employee and prorated for a part-time employee.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17 - Paid Holidays, the time off granted will be seven hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds seven hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.2.

#### **14.4 Rest Periods**

All employees shall have two, 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

#### **14.5 Standby Provisions**

- (a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.

(b) Employees required to stand by under (a) above will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

#### **14.6 Meal Periods**

The scheduling and length of meal periods shall be in accordance with the provisions of Appendices A, B, C, D, E or F, as appropriate.

#### **14.7 Flextime**

(a) For the purpose of this agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

- (1) choose their starting and finishing times; and
- (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period which shall be determined at the component level.

(b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven hours, providing at least seven hours are required to complete the averaging period. If less than seven hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

### **ARTICLE 15 - SHIFT WORK**

#### **15.1 Definition of Shifts and Shift Premiums**

(a) *Identification of Shifts:*

- (1) *day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) *Shift Premium (full-time employees) - effective April 1, 2018:*

- \$1.40 per hour for afternoon shift;
- \$1.50 per hour for night shift.

#### **15.2 Shift Premium Entitlement**

(a) Employees working an afternoon or night shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.

(b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly

scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

(d) Employees covered by flextime and/or modified workweek agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.

(e) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the call-out period up to the commencement of their regularly scheduled shift.

### **15.3 Notice of Work Schedules**

(a) Work schedules for regular employees shall be posted at least 14 days in advance of the starting day of a new schedule.

(b) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without 48 hours' advance notice and such change is the result of the actions of another employee covered by this agreement utilizing the benefits provided for by the provisions of this agreement, the employee will receive a premium of 85¢ per hour in addition to their regular pay, for work performed on the first shift to which they changed.

(c) In the event that an employee's work schedule or shift is changed without five days advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, except that if the change results from no fault of the Employer they shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

### **15.4 Short Changeover Premium**

(a) If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the 24-hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the 24-hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

### **15.5 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### **15.6 Shortfall of Annual Working Hours**

There shall be no pay back for shortfall of annual working hours in the shift systems determined in Appendices A, B, C, D, E or F, as appropriate.



**ARTICLE 16 - OVERTIME****16.1 Definitions**

- (a) "*Overtime*" - means work performed by a full-time employee in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times the straight-time rate.
- (d) "*Double-time*" - means twice the straight-time rate.
- (e) "*Double-time and one-half*" - means two and one-half times the straight-time rate.

**16.2 Authorization and Application of Overtime**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.
- (c) The method of compensation for overtime shall be in accordance with Appendices A, B, C, D, E or F, as appropriate.

**16.3 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) the scheduled daily hours; or
  - (2) the maximum daily hours for those employees on flextime; or
  - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 70.
- (c) Overtime shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

**16.4 Recording of Overtime**

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

**16.5 Sharing of Overtime**

Overtime work shall be allocated equitably to qualified employees considering their availability and location.

## 16.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
- (1) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
  - (2) double-time for hours worked in excess of the two hours referred to in (1) above;
  - (3) double-time for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

(c) An employee on travel status who is required to travel on employer business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

- (d) (1) Overtime shall be compensated either in cash or time off, or a combination of both, as provided in Appendices A, B, C, D, E or F, as appropriate.
- (2) Accumulated overtime shall be paid in cash at the fiscal year-end or on such other date(s) as provided in the agreement, or upon termination.

## 16.7 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given.

The overtime meal allowance shall be \$15.30.

(b) If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.

(c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice<sup>1</sup> to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status, then the employee shall receive only one benefit for each meal.

---

<sup>1</sup> Sufficient notice means one-half hour to permit preparation of the meal normally taken to work.

**16.8 No Layoff to Compensate for Overtime**

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

**16.9 Right to Refuse Overtime**

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) An employee on standby shall not have the right to refuse callout for overtime work.

**16.10 Overtime for Part-Time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

**16.11 Callout Provisions**

- (a) *Callout Compensation* - A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.
- (b) *Callout Time Which Abuts the Succeeding Shift:*
  - (1) If the callout is for three hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the call-out period and straight-time rate for the regular shift.
  - (2) If the callout is for longer than three hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.
  - (3) For the purpose of (1) above it is agreed that "*callout*" means that an employee has been called out without prior notice.
- (c) *Overtime or Callout Which Does not Abut the Succeeding Shift:*
  - (1) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.
  - (2) In a callout situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift.

- (3) If the elapsed eight-hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.
- (d) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.
- (e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.
- (f) An auxiliary employee who is called back to work in a circumstance such that they would be entitled to overtime compensation for the time worked, shall also be entitled to the provision of (a) above.

### **16.12 Rest Interval After Overtime**

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

## **ARTICLE 17 - PAID HOLIDAYS**

### **17.1 Paid Holidays**

- (a) The following have been designated as paid holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

- (b) Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

### **17.2 Holidays Falling on Saturday or Sunday**

- (a) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

- (b) Where there is a work dependency between employees covered by this agreement and private sector employees, the parties may, by mutual agreement, amend (a) above.

### **17.3 Holiday Falling on a Day of Rest**

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be subject to Appendices A, B, C, D, E or F, as appropriate.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at double-time rate.

**17.4 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be subject to component negotiations this agreement.

**17.5 Holiday Coinciding With a Day of Vacation**

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

**17.6 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

**17.7 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 workdays preceding a paid holiday, in which case they shall receive the higher rate. For employees who work in excess of seven hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420 working hours preceding a paid holiday.

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Annual Vacation Entitlement**

(a) *Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 1 and ending December 31.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

<b>Vacation Years</b>	<b>Workdays</b>
First to Second .....	15
Third .....	16
Fourth.....	17
Fifth .....	19
Sixth .....	20
Seventh .....	20
Eighth .....	22
Ninth .....	23
Tenth .....	24

Eleventh .....	25
Twelfth .....	26
Thirteenth to fifteenth.....	27
Sixteenth to eighteenth .....	28
Nineteenth.....	29
Twentieth.....	31
Twenty-first.....	32
Twenty-second.....	33
Twenty-third and twenty-fourth.....	34
Twenty-fifth and thereafter.....	35

- (c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and deducted accordingly.
- (d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

### 18.2 Vacation Earnings for Partial Years

- (a) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which they earn 10 days' pay.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

### 18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a calendar-year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.
- (d) Scheduling of vacation shall be subject to the provisions of Appendices A, B, C, D, E or F, as appropriate.
- (e) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

### 18.4 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 workdays preceding their vacation, in which case they shall receive the higher rate.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.

### **18.5 Approved Leave of Absence with Pay**

When an employee is hospitalized or under a physician's care and in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.5, 20.7 and 20.8 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

### **18.6 Vacation Carryover**

- (a) An employee may carry over up to 10 days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. Vacation not taken in excess of the carryover is "archived" and any outstanding archived balance will be paid out in full prior to March 31 of the following calendar year.
- (b) Employees with archived vacation as of the date of ratification will have the option of having the current balance paid out in full or held by the Employer until resignation, retirement or termination of employment.
- (c) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

### **18.7 Call Back From Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer. Where an employee's spouse and/or dependent children also return from vacation due to the recall of the employee, they shall be reimbursed for reasonable expenses incurred in returning home.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

### **18.8 Vacation Leave on Retirement**

An employee scheduled to retire and to receive pension benefits under the Public Service Pension Plan Rules or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

### **18.9 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependent, or where there is no dependent, to the employee's estate.

## **ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY**

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations which will be subject to review and revision during the period

of this agreement by negotiations between the parties and included as Appendix 3 - Short-Term and Long-Term Disability.

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

### 20.1 Bereavement Leave

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.
- (b) Immediate family is defined as an employee's parent, stepparent, spouse, child, stepchild, grandchild, brother, sister, stepsibling, father-in-law and mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

### 20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:
  - (1) wedding of the employee - three days;
  - (2) attend wedding of the employee's child - one day;
  - (3) birth of the employee's child - two days;
  - (4) serious household or domestic emergency - one day;
  - (5) moving household furniture and effects - one day;
  - (6) attend their formal hearing to become a Canadian citizen - one day;
  - (7) attend funeral as pallbearer or mourner - one-half day;
  - (8) court appearance for hearing of employee's child - one day;
  - (9) in the case of serious illness or hospitalization of a parent or stepparent of the employee, when no one other than the employee can provide for the needs of the parent or stepparent, and, after notifying their supervisor - one day per calendar year - this may be used in one-half shift increments;
  - (10) child custody hearing - one day per calendar year.
- (b) Two weeks' notice is required for leave under (a)(1), (2), (5) and (6).



(c) For the purpose of (a)(2), (4), (5), (6), (7), (8), (9), and (10), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal workday, and if they have not already qualified for special leave under (a)(5) on two occasions within the preceding 12 months.

### **20.3 Family Illness**

(a) In the case of illness or hospitalization of the employee's spouse or a dependent child of an employee, and when no one at the employee's home other than the employee can provide for their needs, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

(c) For the purpose of this clause, "*child*" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

### **20.4 Full-Time Public Duties**

The Employer shall grant, on written request, leave of absence without pay:

(a) for employees to seek election in a municipal, aboriginal community government, provincial, or federal election for a maximum period of 90 days;

(b) for employees elected to a public office for a maximum period of five years.

### **20.5 Leave for Court Appearances**

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

(e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

### **20.6 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

## 20.7 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

## 20.8 Educational Leave

Educational leave granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:

- (a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one year, which may be renewed by mutual agreement.
- (b) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.
- (c) Applications for educational leave for periods of four months or longer must be submitted to the Employer two months prior to the beginning of the requested leave period.
- (d) Applications for leave of periods of less than four months should be submitted to the Employer with as much lead time as practical.
- (e) After consideration by the Employer, all applications for educational leave of four months or longer shall be forwarded to the Joint Committee established in Article 29 for review, together with the decision of the Employer, no later than two months from the date of submission. If the Committee decides that the Employer acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Employer's decision, the grievance shall commence at Step 2 of the grievance procedure.
- (f) An employee granted educational leave under this clause shall receive up to 100% of their basic pay.
- (g) An employee granted educational leave under this clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, they will remain in the service of the Employer for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic pay.
- (h) Should they leave the service of the Employer before this period expires, they shall refund to the Employer the total cost of their training including allowances and expenses on a pro rata basis.
- (i) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain in the service for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.

- (j) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (k) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this clause.
- (l) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this clause.
- (m) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.

## **20.9 Elections**

Any employee eligible to vote in a federal, aboriginal community government, provincial, or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

## **20.10 General Leave**

Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

## **20.11 Leave for Medical and Dental Care**

- (a) Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.12 "*Medical, dental and/or registered midwife appointments*" include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.12 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$500 per calendar year.
- (c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.

- (d) Employees in receipt of STIIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.
- (e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the \$500 reimbursement, once per calendar year.
- (f) For the purpose of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

#### **20.12 Maximum Leave Entitlement**

Leaves taken under Clauses 20.2, 20.3 and 20.11 shall not exceed a total of 70 hours per calendar year, unless additional special leave is approved by the Employer.

#### **20.13 Emergency Service Leave**

Where employees' services are required for emergency operations by request from the Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

#### **20.14 Canadian Armed Forces and Canadian Coast Guard Auxiliary**

- (a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:
  - (1) *with pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;
  - (2) *without pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
  - (3) *without pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.
- (b) Employees who volunteer in activities related to the Canadian Coast Guard Auxiliary may be granted leave of absence without pay to participate in training, or to attend regional association meetings as a board member, or conferences as a delegate.

Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces or the Canadian Coast Guard Auxiliary, may be retained by the employee when on leave of absence without pay, or where they choose to use part or all of their annual vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in (a)(1) above.

#### **20.15 Donor Leave**

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

#### **20.16 Other Religious Observances**

- (a) Employees who are members of non-Christian religions are entitled to up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

#### **20.17 Extended Child Care Leave**

Upon completion of maternity, adoption and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.3(a), the following conditions shall apply:

(a) the employee's application shall be submitted to the employer at least four weeks prior to the expiration of Article 21 - Maternity, Parental and Pre-Adoption Leave;

(b) the combined length of leaves under this clause and under article 21 shall not exceed 18 months;

(c) the employee's return to work requirements of Clauses 21.8(b) and 21.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.9;

(d) upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

#### **20.18 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

### **ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE**

#### **21.1 Maternity Leave**

(a) An employee is entitled to maternity leave of up to 17 weeks without pay.

(b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.

(c) The period of maternity leave shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

#### **21.2 Parental Leave**

(a) Upon written request an employee shall be entitled to parental leave of up to 37 consecutive weeks without pay.

(b) Where both parents are employees of the Employer, they shall each qualify for up to 37 weeks of parental leave.

- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1;
  - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child;
  - (3) the commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must begin within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

### **21.3 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to 21.1 and 21.2 is limited to 52 weeks.

### **21.4 Benefit Waiting Period Allowance**

An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

### **21.5 Maternity Leave Allowance**

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

### **21.6 Parental Leave Allowance**

- (a) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks parental leave allowance between them.

### **21.7 Pre-Placement Adoption Leave**

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

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

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

Leave under this provision will end with the placement of the adoptive child(ren).

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

- (1) adoptions by a family member;
- (2) adoptions by the partner of a birth parent; and
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

### **21.8 Benefits Continuation**

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, and 21.7 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.9 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

### **21.9 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, or 21.7 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 - Maternity, Parental and Pre-Adoption Leave or Clause 20.17 or if they do not return to work after having given such advice.

### **21.10 Entitlements Upon Return to Work**

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 providing:
  - (1) the employee returns to work for a period of not less than six months, and
  - (2) the employee has not received parental allowance pursuant to 21.6; and

- (3) the employee was employed prior to March 28, 2001.

Notwithstanding Clause 18.6(a) vacation earned pursuant to this clause may be carried over to the following year, or be paid out, at the employee's option.

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

#### **21.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment**

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.4, 21.5, 21.6 and/or 21.7, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

- (b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.4, 21.5, 21.6 and/or 21.7 above on a pro rata basis.

#### **21.12 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clauses 21.4, 21.5 and/or 21.6 shall continue to receive that allowance upon lay off, until the allowance has been exhausted, provided the notice of lay off is given after the commencement of the leave.

### **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

#### **22.1 Statutory Compliance**

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

#### **22.2 Joint Occupational Health and Safety Committees**

The parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer.
- (b) The Committees will function in accordance with the regulations made pursuant to the *Workers Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) The Employer shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is:



- (1) a workforce of 10 or more workers in an operation or work area classified as "A" (high) or "B" (medium) hazard by WCB First Aid Regulations, or
  - (2) a workforce of 25 or more workers in an operation or work area classified as "C" (low) hazard by WCB First Aid Regulations.
  - (3) Where workforce numbers are less than the minimum requirements of (i) and (ii), local committees may be established to encompass more than one worksite. Worksite combinations may be mutually agreed at the local level. Where mutual agreement cannot be reached at the local level, then either party may refer the matter to the Article 29 Joint Committee.
  - (4) Notwithstanding (iii) above, Local Occupational Health and Safety Committees may, by mutual agreement between the designated representatives of the parties, extend the jurisdictional area for committee representation.
- (d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.
- (e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.
- (f) Other committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to this committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.

### 22.3 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the Local Occupational Health and Safety Committee, or
- (b) a person designated by a safety committee, or
- (c) a safety officer, or
- (d) a steward at a worksite where there is no safety committee,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.

Where an employee acts in compliance with Occupational Health and Safety Regulation, Part 3, Section 3.12, they shall not be subject to disciplinary action.

### 22.4 Investigation of Accidents

- (a) Pursuant to Part 3, Division 10, Accident Reporting and Investigation of the *Workers Compensation Act*, all accidents shall be investigated jointly by at least one representative designated by the Unions and one management representative.
- (b) Reports shall be submitted on a PSC38 (accident investigation form) which may be amended by mutual agreement and copies sent to:
  - (1) Workers' Compensation Board;
  - (2) Occupational Health and Safety Committee;

- (3) Employer Designate(s);
- (4) Union Designate(s).

Nothing in this clause restricts the right of the Employer to require the management representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

(c) In the event of a fatality of a Union member, the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

## 22.5 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the Occupational Health and Safety Regulations, Occupational First Aid, Sections 3.14 - 3.21 shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the level of certificate which they hold:

- Level 3 Occupational First Aid Certificate, effective April 1, 2014:
  - \$55 per biweekly period.
- Level 2 Occupational First Aid Certificate:
  - Effective April 1, 2014: \$43 per biweekly period
  - Effective April 1, 2016: \$44 per biweekly period
  - Effective April 1, 2018: \$45 per biweekly period

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the level of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to 10 days or while on vacation leave with pay.

Where the Employer has an additional requirement for a first aid attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 workdays in any month, they shall receive the full monthly allowance.

(d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB Regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

(i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or

(ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.1.

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB Regulations to undertake occupational first aid training in order to obtain a certificate.

## **22.6 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from short-term disability leave.

## **22.7 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

## **22.8 Video Display Terminals**

(a) Employees who are required to operate VDTs on a continuous basis shall be entitled to two additional 10-minute rest breaks per workday to be scheduled by agreement at the local level.

(b) Employees required to continuously operate VDTs for three and one-half consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10-minute period. Where alternate work duties are not available, employees shall receive a 10-minute rest break.

## **22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

Where employees are required to work with or are exposed to any dangerous good, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

## **22.10 Communicable Diseases**

(a) The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.

(b) In respect of communicable diseases, the Joint Occupational Health and Safety Committee will consider, review and make recommendations to the Principals on issues including:

- (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
  - (2) post-exposure protocols;
  - (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.
- (c) Officials of the BC Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.
- (d) Where a communicable disease policy is established the Local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.
- (e) Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

### **22.11 Workplace Violence**

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care, or the public.
- (b) *Where such potential exists:*
- (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
  - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The Local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) The Joint Occupational Health and Safety Committee shall jointly develop a new or approve an existing training package on risk assessment.
- (e) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care, or another member of the public, subject to statutory limitation.
- (f) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

### **22.12 Pollution Control**

The Employer and the Union agree to limit all forms of environmental pollution.

### **22.13 Training Program for Occupational Health and Safety Committee Members**

- (a) Training of Joint Occupational Health and Safety Committee members will be undertaken using the jointly developed training program. Amendment of course material when required shall be by mutual agreement only.

- (b) The program will provide two days training for all OH&S Committee members and designated safety representatives pursuant to Clause 22.2(c)(2) within six months of appointment. The Joint Occupational Health and Safety Committee will determine the priority areas for scheduling of training.
- (c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.
- (d) The training shall be carried out jointly by teams of qualified union and employer representatives, and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the parties, in occupational health and safety and instructional techniques.
- (e) Union instructors shall be selected by the Union.
- (f) Union instructors, safety committee members and designated safety representatives attending or delivering the training including necessary travel time will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

#### **22.14 Skin Protection From Ultra Violet Radiation**

The Local Occupational Health and Safety Committees will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The Local Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

#### **22.15 Employee Safety Travelling To and From Work**

In accordance with the regulations established by the Workers' Compensation Board the parties will instruct their representatives on Local Occupational Health and Safety Committees to review the matter of employee safety while travelling to or from their workplace. The Committees will make recommendations regarding the establishment of policies and/or procedures to eliminate or minimize such risk to employees. Where elimination of such risk is not reasonably possible, the Committees shall make recommendations to either manage or avoid the risk.

#### **22.16 Strain Injury Prevention**

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
  - (1) the work methods and practises;
  - (2) the layout and condition of the workplace and workstation;
  - (3) the characteristics of objects or equipment handled;
  - (4) the environmental conditions;
  - (5) the physical demands of work;

in a manner consistent with generic guidelines developed by the Joint Occupational Health and Safety Committee.

- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek the appropriate advice

with respect to the risk factors noted in (b). Such advice will be sought from resources which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

### 23.1

(a) "*Technological change*" means:

- (1) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work undertaking or business, or
- (2) a change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material;
- (3) that significantly decreases the number of employees, but does not include normal lay offs resulting from a decrease in the amount of work to be done.

(b) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.

(c) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

(d) In light of this mutual recognition the parties have agreed to the following.

### 23.2

(a) The Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change.

(b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee established under Article 29 shall meet to consult on the impact of the proposed change.

(c) The written notice identified in Clause 23.2(a) will provide the following information:

- (1) the nature of the change(s);
- (2) the anticipated date(s) on which the Employer plans to effect change(s);
- (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.

(d) Where notice of technological change has been given pursuant to Clause 23.2(a):

(1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13 - Layoff and Recall.

(2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will

endeavour to utilize normal turnover of employees within the Employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

(3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 - Layoff and Recall or Article 30 - Auxiliary Employees, as appropriate.

### **23.3**

For purposes of this article, "*Technological Change*" shall not include normal lay offs resulting from a reduction of the amount of work required to be done.

### **23.4**

Notwithstanding Clause 23.2(a), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

### **23.5**

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined above. Accordingly, the parties agree, pursuant to Article 29, to meet to exchange information with respect to such changes at the request of either party.

## **ARTICLE 24 - CONTRACTING OUT**

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

## **ARTICLE 25 - HEALTH AND WELFARE**

### **25.1 Basic Medical Insurance**

All regular employees, whether full-time or part-time, may choose to be covered by the Public Service Medical Plan, for which the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.

### **25.2 Extended Health Care Plan**

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.

### **25.3 Dental Plan**

(a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:

- (1) Part A, 100% coverage;
- (2) Part B, 65% coverage;
- (3) Part C, 55% coverage.

(b) Orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

## 25.4 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of \$80,000.

The Employer shall pay 100% of the premium on the base \$80,000 and the employee shall pay the premium for any insurance over the base minimum.

(b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.

(c) The group life plan shall include the following provisions for accidental dismemberment:

- (1) loss of both hands or feet - the principal sum;
- (2) loss of sight of both eyes - the principal sum;
- (3) loss of one hand and one foot - the principal sum;
- (4) loss of one hand or one foot and sight of one eye - the principal sum;
- (5) loss of one hand or one foot - one-half the principal sum;
- (6) loss of sight of one eye - one-half the principal sum.

(d) The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix 1 - Advance Payment of Group Life Benefits.

## 25.5 Air Travel Insurance

(a) In the event of death or disability incurred while travelling by aircraft on business of the government, regular and auxiliary employees will be covered by the terms and conditions of the government blanket insurance policy. The existing benefits will not be decreased during the life of this agreement.

(b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.

(c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

## 25.6 Employment Insurance

Employment insurance coverage will be provided during the life of this agreement for regular and auxiliary employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

## 25.7 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 3, Section 1.4.

## 25.8 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any legislative or other action by the government of British Columbia, the amount of the saving



shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

### **25.9 Employee and Family Assistance Program**

- (a) An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.
- (b) This employer-funded, confidential, assessment/referral service will be monitored by the Joint Article 29 Committee.
- (c) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.
- (d) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and union training programs.

### **25.10 Health and Welfare Plans**

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) The Employer will consult the Union before developing any brochure explaining the highlights of the plans for distribution to employees.
- (c) The cost of such a brochure shall be borne by the Employer.

### **25.11 Designation of Spouse**

Where an employee has designated a common-law spouse for benefit coverage under this agreement and the employee wishes to designate another common-law spouse, a period of 12 months must elapse before the newly designated common-law spouse (and eligible dependent[s], if any) are entitled to benefit coverage.

## **ARTICLE 26 - WORK CLOTHING**

### **26.1 Purchase of Work Clothing**

The Union and the Employer agree that preference will be given to BC suppliers when clothing or wearing apparel is purchased by the Employer. The aims of this policy are:

- (a) to encourage business operations within BC;
- (b) to foster new job-creating enterprises throughout the province; and
- (c) to promote growth and stability in BC.

For the term of this agreement, where the Employer can demonstrate to the Union that where an article of clothing or wearing apparel:

- (1) is manufactured in BC; or
- (2) creates new jobs in BC at the provincial-industry standard rate of pay, the Union will consider the requirements of this clause have been met.

### **26.2 Replacement Provisions**

- (a) An employee who is in receipt of an issue of uniform/clothing will have replacement made when they surrender unserviceable items previously issued.

- (b) Replacement shall be made such that the number of said items in an employee's possession is equal to the number of said items provided for in Appendices A, B, C, D, E or F, as appropriate.

## ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

### 27.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

### 27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their pay no later than four weeks after they commence employment. Terminating employees will receive their final pay within eight days of the end of their final pay period.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

### 27.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 27.7 and Appendix 2E - Rates of Pay for Apprentices.
- (b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.
- (c) (1) effective 12:01 a.m., October 1, 2015, all rates of pay for classifications listed in Appendix 1 shall be increased by 1.0 percent; and
- (2) effective 12:01 a.m., October 1, 2016, all rates of pay for classifications listed in Appendix 1 shall be increased by 0.5 percent; and
- (3) effective 12:01 a.m., August 1, 2017, all rates of pay for classifications listed in Appendix 1 shall be increased by 1.0 percent; and
- (4) effective 12:01 a.m., October 1, 2017, all rates of pay for classifications listed in Appendix 1 shall be increased by 0.5 percent; and
- (5) effective 12:01 a.m., August 1, 2018, all rates of pay for classifications listed in Appendix 1 shall be increased by 1.0 percent; and
- (6) effective 12:01 a.m., October 1, 2018, all rates of pay for classifications listed in Appendix 1 shall be increased by 0.5 percent; and

(7) effective 12:01 a.m., February 1, 2019, all rates of pay for classifications listed in Appendix 1 shall be increased by 1.0 percent.

*Note: The Employer agrees to provide an Economic Stability Dividend calculated in the same manner, amount and effective dates as negotiated between the Health Employers Association of British Columbia (HEABC) and the Facilities Bargaining Association (FBA).*

#### **27.4 Substitution Pay**

- (a) An employee will be granted substitution pay where the employee is:
- (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or
  - (2) assigned to perform duties of a higher paying position which would warrant a higher classification.
- (b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute, pursuant to (a)(1) or (2) above, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (d) Where this job description requires periodic substitution:
- (1) substitution pay shall not be payable for periods of substitution of 70 consecutive work hours or less in the higher position;
  - (2) substitution in excess of the 70 consecutive work hours shall be payable from the commencement of the first shift of substitution;
  - (3) substitution is not payable for any period of substitution during vacation relief in the higher position.
- (e) Payment for leave under Clauses 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their leave, in which case they shall receive the higher rate.
- (f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series in which the employee is substituting. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.
- (g) Grievances concerning (a) above, that are filed at arbitration, may be referred by either party to the expedited classification appeal process where the dispute is a disagreement on the classification level.

**27.5 Rate of Pay on Reclassification or Promotion**

- (a) When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.
- (b) If an employee is promoted or reclassified to a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the new position, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series to which the employee is reclassified or promoted. An employee shall not receive a salary greater than the maximum of the range of the classification to which the employee is promoted or reclassified. Future increments, if any, shall be to the next higher step in the range of the classification to which the employee has been promoted or reclassified.
- (c) The above does not apply to new classifications established pursuant to Clause 28.2.

**27.6 Pay on Temporary Assignment**

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

**27.7 Salary Protection and Downward Reclassification of Position**

- (a) An employee shall not have their salary reduced by reason of:
- (1) a change in the classification of their position; or
  - (2) placement into another position with a lower maximum salary,

that is caused other than by the employee.

That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of their new classification.

That employee shall receive the full negotiated salary increases for their new classification thereafter.

- (b) Such changes in classifications or placements made pursuant to Article 13 - Layoff and Recall, and/or Clause 29.4(b) are covered by (a) above.

**27.8 Vehicle Allowances**

Vehicle allowances for all distances travelled on government business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of 32 kilometers, only when the employee is required to have their vehicle at work for use in the performance of their duties.

Vehicle allowance shall be:

Date	Rate per km
April 1, 2013	52¢
April 1, 2016	53¢
April 1, 2018	54¢

**27.9 Meal Allowances**

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

Meal	Effective April 1, 2013	Effective April 1, 2016	Effective April 1, 2018
Breakfast	\$11.75	\$12.00	\$12.00
Lunch	\$13.50	\$13.80	\$14.00
Dinner	\$22.75	\$23.25	\$24.00

**27.10 Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 11:30 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation within their headquarters area, upon presentation of receipts.

**27.11 Cashier Policy**

Cashiers who make excessive and too frequent financial transaction errors shall be:

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to placement in a more suitable position; or
- (c) liable for disciplinary action provided there was no success in (a) or (b).

**27.12 Abnormal Working Conditions**

Premium rates for abnormal working conditions shall be in accordance with the provisions of the agreement.

**27.13 Upgrading Qualifications**

Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

**27.14 Retirement Allowance and Pre-Retirement Leave**

- (a) Upon retirement from service, an employee who has completed 20 years of service with the Employer, and who under the provisions of the Public Service Pension Plan Rules is entitled to receive a pension benefit on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.
- (b) (1) An employee scheduled to retire and to receive a pension benefit under the Public Service Pension Plan Rules, shall be entitled to:
  - (i) a special paid leave for a period equivalent to 50% of their accumulated sick bank credit, to be taken immediately prior to retirement; or
  - (ii) a special cash payment of an amount equivalent to the cash value of 50% of their accumulated sick bank credit, to be paid immediately prior to retirement and based upon their current rate of pay.

(2) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

(3) Where an employee is permitted to purchase a period of war service under the Public Service Pension Plan Rules at retirement, they may use all or part of their entitlement for the purchase of war service.

### **27.15 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification within the seniority block with similar work experience, training, and education.

### **27.16 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.

### **27.17 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary range is established, the maximum reduction shall be the closest step to 8%, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than 8%, the new salary shall be the maximum of the new position.

### **27.18 Hourly, Daily and Partial Month Calculations**

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Annual Salary}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{70} = \text{Hourly Rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Biweekly Rate} \times 26.0893}{12}$$

The formula for paying a partial salary to employees paid on a biweekly basis is:

Salary = hours worked and paid holidays x biweekly salary divided by hours scheduled and paid holiday (paid holiday equals 7 hours).

When an article in this agreement has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period payday to the specified date.

### **27.19 Child Care Expenses**

(a) Where an employee is requested or required by the Employer to attend:

- (1) employer endorsed education, training and career development activities, or
- (2) employer sponsored activities,

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$60 per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$30 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

### **27.20 Lodging Allowance**

Employees on travel status who stay in non-commercial lodging shall be entitled to claim \$30 per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

### **27.21 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary range is established, the maximum reduction shall be the closest step to 8%, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than 8%, the new salary shall be the maximum of the new position.

### **27.22 Qualified Registered Professional Fees**

Regular employees who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered professional shall be reimbursed in full for annual membership or licensing fees (not to exceed 2013 fee schedule).

This clause applies to the following:

- Certified General Accountants
- Certified Management Accountants
- Chartered Accountants
- Licensed Practical Nurses
- Registered Dietitians
- Occupational Therapists
- Physiotherapists
- Registered Nurses
- Registered Psychiatric Nurses

**27.23 Travel Expense Reimbursement**

The Employer shall provide for the direct deposit (electronic funds transfer) of travel expense reimbursement in a participating chartered bank, trust company or credit union of the employee's choice. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.

**ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION****28.1 Classification Plan**

(a) The Employer and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs in the bargaining unit. The parties also agree to apply the Joint Job Evaluation Plan in accordance with those principles to all bargaining unit positions using the gender neutral plan factors and degrees in the Joint Job Evaluation Plan.

The Joint Job Evaluation Plan will be used to evaluate positions in the agreement and to determine their appropriate factor ratings.

(b) The Employer agrees to supply the President of the Union or their designate with the job evaluation plan and benchmarks/reference jobs for those classifications in the bargaining unit.

**28.2 Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs**

(a) The Employer agrees that no changes to the job evaluation plan and benchmarks/reference jobs pertaining to positions covered by this agreement will be introduced without the mutual agreement of the parties.

(b) To facilitate the orderly change in the job evaluation plan, a joint technical working committee will be used. There will be equal representation of technical experts from the Employer and the Union on this committee, and total membership from each side will not exceed four.

(c) The Committee shall formulate any necessary changes or new benchmarks/reference jobs in the job evaluation plans used within the bargaining unit and shall make joint recommendations to the Bargaining Principals for ratification.

(d) When a new or substantially altered benchmark/reference job covered by this agreement is introduced, the factor ratings shall be subject to agreement between the Employer and the Union.

(e) Where the Joint Technical Working Committee is unable to agree to benchmark(s)/reference job(s) and/or agree on a factor rating, the matter may be referred to an agreed upon classification referee. The benchmark rating shall be effective on the date agreed to by the parties or the date set by the referee but, in any event, not earlier than the date of implementation.

**28.3 Classification Appeal Procedure**

An employee shall have the right to appeal, through the Union, the classification of the position they occupy. Such an appeal shall be in accordance with the provisions of this clause and shall not be considered a grievance under Article 8 - Grievances, of this agreement.

*Part 1*

(a) If an employee believes that the position they occupy is improperly classified, they shall complete and forward to their immediate supervisor and to the Union Part 1 of the Classification Appeal Form requesting a written job description describing duties and responsibilities, which shall be provided



within 30 days of the request. Such job descriptions shall be consistent with the employee's assigned duties and must be signed by an excluded manager or designate. An organization chart will also be included at this step.

(b) The employee and their immediate supervisor will review the job description and identify in writing any discrepancies between assigned duties and the job description content. If the excluded manager (or designate) agrees, the duties will be incorporated into the job description and signed by the excluded manager or designate. Any duties in dispute will be listed in writing by the employee and will accompany the Part 1 form.

#### *Part 2*

If the employee believes that the position they occupy is improperly classified, the employee shall complete Part 2 of the Classification Appeal Form and forward it to the Employer and the Union within 30 days of receipt of the written job description or when the response was due at Clause 28.3(a) or the appeal will be deemed to have been abandoned. Differences between the employee and the excluded manager or designate respecting any areas in the job description not being consistent with the assigned duties may be clarified, and where possible, resolved at the "joint on-site" interview or telephone conference. The Union's classification representative will be advised of the date, time and location of on-site interviews in order that they may attend. The Employer shall respond within 60 days of receipt of such a request.

#### *Part 3*

(a) If there remains a dispute respecting the classification level, the Union will complete Part 3 of the Classification Appeal Form and submit completed Parts 1, 2 and 3 of the form to the Employer within 60 days of receipt of the written response at Clause 28.3(c) or when the response was due. Part 3 of the form will provide a written classification rationale explaining why the rating sought is more appropriate than the existing rating focusing on the area(s) in dispute for each appellant, or group of appellants, including reference to supporting benchmarks in the relevant classification/job evaluation plan. The Employer shall review the appeal and respond to the Union with a comprehensive explanation of its decision within 60 days of receipt of the appeal at Clause 28.3(d). The Union will be advised of the time and location of on-site interviews in order that a staff representative may attend.

(b) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter to adjudication under Clause 28.4 by providing the Employer with written notification. Any such notification shall be transmitted within 60 days of receipt of the response from the Employer or when the response was due. The appeal shall be deemed abandoned in the event that the appeal is not submitted to adjudication within the required time period.

(c) These time limits may be extended in writing by the mutual agreement of the parties.

(d) A submission of a classification appeal to adjudication shall be by certified mail or by courier to the Employer. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

### **28.4 Adjudication**

The parties shall jointly agree upon a list of referee(s) who shall make a final and binding decision with respect to the proper classification of a position submitted to adjudication pursuant to Clause 28.3(e).

(a) The referee shall be assigned to hearings, depending upon availability, on a rotating basis from the list of referees. For full hearings, the order of rotation may be varied by mutual agreement of the parties.

- (b) *Expedited Adjudication* - Classification appeals submitted to the adjudication stage may be submitted to a referee for a final and binding.

### **28.5 Effective Dates**

The effective date of any resulting change in classification level shall be the first day of the biweekly pay period following the date of receipt by the employee of the written job description or when the response was due pursuant to Clause 28.3(a).

### **28.6 Elimination of Present Classification (New Clause)**

The Employer agrees to consult with the Union prior to the elimination of any existing classification.

## **ARTICLE 29 - JOINT COMMITTEE**

### **29.1 Establishment of Joint Committee**

There shall be established a Joint Committee composed of members equal in number, represented by the Employer and the Union to meet at the request of either party. The minimum size of this committee shall be two union representatives and two senior employer representatives, and the maximum size shall be four union representatives and four employer representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

### **29.2 Meetings of Committee**

The Joint Committee shall meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.

### **29.3 Chairperson of Committee**

An employer representative and a union representative shall alternate in presiding over meetings.

### **29.4 Responsibilities of Committee**

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) In the event of any substantial re-organization which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.
- (c) The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters:
- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) discussing issues relating to the workplace that affect the parties or any employee bound by this agreement;
  - (3) correcting conditions causing grievances and misunderstanding;

- (4) reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs;
- (5) reviewing matters unresolved and referred to it by a local occupational health and safety committee;
- (6) reviewing organizational health issues relating to the recruitment and retention of employees;
- (7) The Committee may make recommendations on the criteria for the approval of applications pursuant to Clause 20.8(e).

## ARTICLE 30 - AUXILIARY EMPLOYEES

### 30.1 Auxiliary Employees

- (a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) Auxiliary employees who have worked 1827 hours in 33 pay periods and who are employed for work which is of a continuous full-time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.
- (c) For the purposes of (b) above and Clauses 30.6 - Application of Agreement, 30.9 - Medical, Dental and Group Life Insurance, 30.11 - Annual Vacations and 30.12 - Eligibility Requirements for Benefits, hours worked shall include:
  - (1) hours worked at the straight-time rate;
  - (2) hours compensated in accordance with Clause 30.10 - Designated Paid Holidays;
  - (3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment to a maximum of 420 hours of missed work opportunity within 14 calendar weeks from the beginning of the claim;
  - (4) annual vacation pursuant to Clause 30.11(d) - Annual Vacations;
  - (5) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
  - (6) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business - Without pay, except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
  - (7) leaves pursuant to Clause 2.10(b) - Time Off for Union Business - With pay.

Notwithstanding (3) above, an auxiliary employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for 140 hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

- (d) For the purposes of (b) above and Clauses 30.6 - Application of Agreement, 30.9 - Medical, Dental and Group Life Insurance, 30.11 - Annual Vacations and 30.12 - Eligibility Requirements for Benefits, hours beyond the 420 hours in (c)(3) above, that an auxiliary employee cannot work because they are

on a recognized WCB claim arising from their employment are not added to the 1827 or 1200 hours nor are the days charged against the 33 or 26 pay periods.

### 30.2 In-Service Status for Applying for Regular Positions

- (a) Auxiliary employees who have worked in excess of 30 days (210 hours) will be recognized as in-service applicants when applying for regular positions.
- (b) Subject to Clause 30.4 - Loss of Seniority, an auxiliary employee who has worked in excess of 30 days (210 hours) prior to application for a regular position, or an auxiliary employee who is on layoff status and who has worked in excess of 30 days (210 hours) prior to being laid off, will have their length of service as an auxiliary employee recognized.

### 30.3 Seniority

- (a) (1) For the purpose of lay off and recall and other seniority related provisions of this agreement, an auxiliary employee who has worked in excess of 30 days shall accumulate service and classification seniority within a seniority unit, as defined in Appendices A, B, C, D, E or F, as appropriate, on the basis of:
  - (i) all hours worked at the straight-time rate;
  - (ii) designated paid holidays or days off in lieu in accordance with Clause 30.10 - Designated Paid Holidays;
  - (iii) annual vacation in accordance with Clause 30.11(d) - Annual Vacations;
  - (iv) leave pursuant to Clause 30.12 - Eligibility Requirements for Benefits or Clause 30.6(c) - Application of Agreement;
  - (v) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
  - (vi) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business - Without pay except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
  - (vii) leaves pursuant to Clause 2.10(b) - Time Off for Union Business - With pay.
- (2) The total hours above shall be converted to a seven-hour shift to establish seniority.
- (3) Upon completing 30 workdays (seven-hour shifts), an auxiliary employee's seniority shall include the accumulated 30 workdays.
- (b) Subject to Clause 30.4 - Loss of Seniority, service and classification seniority of an auxiliary employee shall transfer with them if they are moved by the Employer from one seniority unit to another.
- (c) Auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

A current service seniority list shall be posted in the seniority unit by December 31, March 31, June 30 and September 30. Upon request, a copy of the service seniority list shall be provided to the steward.

### 30.4 Loss of Seniority

An auxiliary employee will lose their service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than nine months;
- (d) they are unavailable for, or decline, six offers of re-employment as provided in Clause 30.5 - Layoff and Recall; or
- (e) they become a regular employee.

### **30.5 Layoff and Recall**

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a seniority unit Appendices A, B, C, D, E or F, as appropriate.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within a seniority unit, provided the auxiliary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Auxiliary employees hired pursuant to Article 34 - Special Employment Programs, or for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Clause 30.4(a) - Loss of Seniority upon completion of their project or program. The Employer will provide the Union with a copy of each appointment letter for employees hired under Clause 30.5(d) - Layoff and Recall, within 30 days of the appointment.
- (e) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority units based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to (g) below.

Calls made to auxiliary employees outside of the scheduled time periods will be treated in accordance with the applicable sections of this article.

- (f) Auxiliary employees will be advised, in writing, which includes email, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in (h) and (j) below.
- (g) Auxiliary employees will provide a direct communication link that will give them personal contact with their work unit/recall section.
- (h)
  - (1) Where telephone, text or email communication is used, two attempts, at least five minutes apart, will be made to contact the auxiliary employees. The Employer shall allow for a minimum of seven rings, unless an answering system responds.
  - (2) For the purposes of the morning call-out period only, a single verbal attempt will be made to contact the auxiliary employee at a maximum of two listed contact numbers. Should an auxiliary employee not respond to the call, this will not be considered a decline of work pursuant to Article 30.4(d). Should an auxiliary employee subsequently respond to the call and the shift has not been filled, the auxiliary will be assigned the shift.

- (3) Where a pager is used, a single attempt will be made and the auxiliary employee must respond to the Employer within five minutes of the page.

Notwithstanding the above, in the case of an emergency situation, a single verbal attempt will be made to contact the auxiliary employees.

(i) Auxiliary employees are responsible for advising their work unit/recall section, in writing, of their current phone number, address, radio call numbers, etc., as established in (g) above, and for the accuracy and completeness of the information provided. Where public communication or display media are used by the Employer to advise auxiliary employees of work available, the auxiliary employees will check such media in the manner indicated by the Employer. Auxiliary employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.

(j) Auxiliary employees on layoff who experience problems with their communication link established under (g) above, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (n) below, are required to contact their work unit/recall section in advance of the scheduled time periods as designated by the Employer. The auxiliary employees may be required to contact their work unit/recall section during the scheduled time period to obtain a specific work schedule, etc.

(k) If the Employer is unable to contact auxiliary employees during the scheduled time periods established in (e) above, they will immediately advise the employees by registered mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 30.4(d) - Loss of Seniority. If the Employer is unable to contact auxiliary employees outside of the scheduled time periods they will not count such unavailability for purposes of Clause 30.4(d) - Loss of Seniority except as specified in (l) below.

(l) Where auxiliary employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Clause 30.4(d) - Loss of Seniority.

(m) Where auxiliary employees are contacted during the scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 31.4(d) - Loss of Seniority.

(n) Auxiliary employees who are unavailable in the following circumstances, and who call in to their work unit/recall section at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 30.4(d) - Loss of Seniority:

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) absence on bereavement as per Clause 30.6(c) - Application of Agreement;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of, or inability to obtain child care for a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;

- (7) Union leave per Clause 2.10 - Time Off for Union Business;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) approved leave under Clause 30.11(b) - Annual Vacations;
- (11) an offer of work which is less than three and one-half hours duration;
- (12) an offer of work which would constitute a short changeover (Clause 15.4 - Short Changeover Premium).

Employees who decline work pursuant to (11) or (12) will remain eligible to be recalled for other available work on the same day and to accept or decline that work in accordance with the terms of this agreement.

(o) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on six separate occasions<sup>2</sup> in the calendar periods between April 1 and September 30 inclusive or October 1 and March 31 inclusive.

(p) (1) Auxiliary employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.

(2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of (b) and (e) through (n) above.

(3) Should an auxiliary employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with 10 days written notice.

(q) Auxiliary employees unavailable for, or declining work offered to them, will not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.

(r) The Employer is not required to recall auxiliary employees who have already accumulated 1827 hours in 26 pay periods.

(s) (1) Auxiliary employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.

(2) Where an employee commences work they shall receive three and one-half hours pay at their regular rate unless:

(i) their work is suspended for reasons completely beyond the control of the Employer; or

---

<sup>2</sup> It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

- (ii) the duration of the work assignment is known in advance by the employee;
- (iii) in which instances the provisions of (s)(1) shall apply.

(t) Auxiliary employees who are unable to return to either full or modified duties after a period of 30 months from the start of their absence with no reasonable prospect of return will lose their service and classification seniority and will be considered an administrative termination.

### 30.6 Application of Agreement

(a) Except as otherwise noted in this article, the provisions of Article 11 - Seniority, Article 13 - Layoff and Recall, Article 17 - Paid Holidays, Article 18 - Annual Vacations, Article 19 - Short-Term and Long Term Illness & Injury and Long-Term Disability, Article 20 - Special and Other Leave, Article 21 - Maternity, Parental and Pre-Adoption Leave, and Article 25 - Health and Welfare, do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.

(b) Any auxiliary employee who is eligible to vote in a federal, provincial, aboriginal community government or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

(c) Where leave from work is required, auxiliary employees shall be entitled to the provisions of Clause 20.1 (Bereavement Leave).

(d) Maternity and parental leave for auxiliary employees with less than 1827 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

### 30.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of:

Date	Rate per hour	Max biweekly
April 1, 2013	70¢	\$49.00
April 1, 2016	72¢	\$50.20
April 1, 2018	74¢	\$51.45

### 30.8 Weekly Indemnity

(a) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of auxiliary seniority. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation and the compensation paid in accordance with Clause 30.7 - Health and Welfare in the six most recent biweekly pay periods in which earnings occurred.

(b) The benefit waiting period in each case of illness will be 14 calendar days. This means that benefits will be paid from the fifteenth day of illness.

(c) Subject to Clause 30.8(b) - Weekly Indemnity, full benefits will be reinstated:

- (1) in the case of new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours of auxiliary seniority;



- (2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours of auxiliary seniority.
- (d) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the lay off or separation until the total number of weeks for which benefits have been paid in respect of that illness is 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled lay off or separation, if the illness occurs two months (or less) before that lay off or separation, provided that notice of the lay off or separation was given prior to the occurrence of the illness.
- (e) The benefits described in this clause shall not be available to an auxiliary employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:
- (1) who is not under the care of a licensed physician;
  - (2) whose illness is occupational and is covered by Workers' Compensation;
  - (3) whose illness is intentionally self-inflicted;
  - (4) whose illness results from service in the Armed Forces;
  - (5) whose illness results from riots, wars or participation in disorderly conduct;
  - (6) who is ill during a period of paid vacation;
  - (7) whose illness is sustained while they are committing a criminal offence;
  - (8) who is engaged in an employment for a wage or profit;
  - (9) who is ill during a strike or lockout at the place where they were employed if that illness commences during the strike or lockout;
  - (10) who is serving a prison sentence;
  - (11) who would not be entitled to benefits payable pursuant to Part I of the *Employment Insurance Act* because they are not in Canada;
  - (12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.
- (f) The parties agree that the complete premium reduction from Service Canada accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plans.

### **30.9 Medical, Dental and Group Life Insurance**

- (a) Auxiliary employees will be eligible for coverage under Clauses 25.1 - Basic Medical Insurance, 25.2 - Extended Health Care Plan, 25.3 - Dental Plan, 25.4 - Group Life and 25.9 - Employee and Family Assistance Program after completion of 1827 hours worked in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight-time rate within the previous 26 pay periods. Such auxiliary employees eligible for benefits under this clause will not receive the payment under Clause 30.7 - Health and Welfare.
- (b) An auxiliary employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 30.4(a), (b), (c) or (d) - Loss of Seniority.

- (c) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of six consecutive months immediately following the month in which the lay off occurs by paying the premium themselves.
- (d) When an auxiliary employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

### 30.10 Designated Paid Holidays

- (a) Auxiliary employees shall be compensated for the paid holiday who have:
- (1) worked, or received pay at straight-time rates for the day before and the day after a paid holiday; or
  - (2) worked, or received pay at straight-time rates for 15 of the previous 30 days; or
  - (3) worked, or received pay for at least 105 hours at the straight-time rate in the previous 30 days.

This clause shall not apply to employees who have been terminated and not on layoff status.

- (b) An auxiliary employee who is qualified under (a) to receive compensation for the paid holiday but does not work on the paid holiday, shall receive compensation for the day based on the following formula:

*straight-time hours paid in the previous 30 calendar days divided by the straight-time hours of work of a full-time employee for the same 30 calendar day period multiplied by the hourly rate multiplied by seven.*

- (c) An auxiliary who is qualified in (a) to receive compensation for the holiday and who works on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17 - Paid Holidays. The day off in lieu provided through the application of Article 17 - Paid Holidays shall be compensated on the basis of the formula in (b) above.
- (d) Auxiliary employees who work on the designated holiday, but do not meet the conditions of (a) above shall receive straight-time for hours worked on the holiday.

### 30.11 Annual Vacations

- (a) Auxiliary employees will be entitled to receive vacation pay at the rate of six percent of their regular earnings. Auxiliary employees shall receive their earned vacation biweekly.
- (b) Auxiliary employees after six months from their date of hire, may elect to take a leave of absence without pay of up to 15 workdays, not to exceed 105 hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven workdays prior to the requested leave.
- (c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of employees and provided there is no increased cost to the Employer. The days need not be consecutive.
- (d) Auxiliary employees who have completed 1827 hours worked in 33 pay periods shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18.1 - Annual Vacation Entitlement. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above or leave in accordance with (b) above.

- (e) The calendar year in which an employee qualifies for vacation leave under (d) will be considered the first partial year of service for purposes of vacation entitlement.
- (f) Upon qualifying for vacation leave an auxiliary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2 - Vacation Earnings for Partial Years.
- (g) Vacation leave shall be scheduled in accordance with the provisions of the agreement, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.
- (h) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.
- (i) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.4 - Vacation Pay, 18.6 - Vacation Carryover, 18.7 - Call Back From Vacation, 18.8 - Vacation Leave on Retirement and 18.9 - Vacation Credits Upon Death.

### **30.12 Eligibility Requirements for Benefits**

Auxiliary employees will qualify for short-term illness and injury plan (STIIP), Clauses 20.2 - Special Leave, 20.3 - Family Illness, 20.4 - Full-Time Public Duties, 20.5 - Leave for Court Appearances, 20.9 - Elections, 20.11 - Leave for Medical and Dental Care, 20.12 - Maximum Leave Entitlement, 20.13 - Emergency Service Leave, 20.18 - Compassionate Care Leave and Article 21 - Maternity, Parental and Pre-Adoption Leave as follows:

- (a) An employee will be entitled to benefits under this clause after completion of 1827 hours worked in 33 pay periods.
- (b) An auxiliary employee will cease to be entitled to coverage when they:
  - (1) fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21 - Maternity, Parental and Pre-Adoption Leave;
  - (2) lose their seniority in accordance with Clause 30.4(a), (b), (c), or (d) - Loss of Seniority.
- (c) Benefits will not be paid on layoff except as provided in Appendix 4, Section 1.10 - Benefits Upon Layoff or Separation.
- (d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("Return to work" is understood to mean the employee completed at least one-half of a scheduled workday or shift.)
- (e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the six pay periods immediately preceding absence due to illness.

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.1 Commuting**

- (a) The Employer shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit, cycling and/or to carpool to their worksites.
- (b) The Employer agrees to consult with the Union in creating its parking policies.

### 31.2 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, reference texts, and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer.

### 31.3 Indemnity

(a) *Civil action* - except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal actions* - where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

(c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

(d) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.

(e) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

### 31.4 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Payroll Savings, BC Bonds or an RRSP of the employee's choice.

### 31.5 Political Activity

- (a) *Municipal, School Board and Aboriginal Community Government Offices:*

- (1) Employees may seek election to municipal, school board or aboriginal community government offices, provided that:
- (i) the duties of the municipal, school board or aboriginal community government office other than regular council or board meetings do not impinge on normal working hours;
  - (ii) there is no conflict of interest between the duties of the municipal, school board or aboriginal community government office and the duties of their position.
- (2) Where the municipal council, school board or aboriginal community government or committees of these bodies hold meetings during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Clause 20.10, and provided that such leave shall not exceed one-half shift per week.
- (4) The employee shall provide at least one week's written notice to the Employer.

(b) *Federal and Provincial Offices:*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(b). If not elected, the employee shall be allowed to return to their former position.

### 31.6 Copies of Agreements

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union and the Employer will make the agreement available electronically to all employees. A limited number of copies will be printed for distribution to employees that do not have access to computers at work. The cost of such printing and distribution shall be borne equally by the parties.

Where required, the Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for 50% of the distribution costs.

(b) The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT  
between  
BROADMEAD CARE SOCIETY  
and the  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
Effective to March 31, 2019

(c) All agreements shall be printed in a union shop and shall bear a recognized union label.

(d) The Employer will provide copies of the printed agreement within 90 days of the signing of the agreement, providing the agreement is already signed. Ninety days may be waived in extenuating circumstances.

### **31.7 Travel Advance**

Employees who do not qualify to obtain a corporate card, will be provided with an adequate travel advance if they are required to proceed on travel status. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

### **31.8 Transfer of Employees Out of the Public Service Bargaining Unit**

When the parties are made aware that employees will be transferred out of the Public Service bargaining unit to another government, a corporation, board, agency, or commission, a joint employer/union committee shall immediately be established. The Committee shall be established to facilitate the orderly transfer of employees. Where such transfers occur, those transferred employees will be recognized as in-service applicants when applying for regular positions in government for a period of two years from the effective date of the transfer. This clause does not cover secondment of employees.

### **31.9 Private Vehicle Damage**

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

### **31.10 Personal Property Damage**

- (a) Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of \$150, the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eyewear.
- (b) On request, and with reasonable notice, the Employer shall provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

### **31.11 Disclosure of Information**

The Employer and the Union recognize that it is in the public interest for employees to be able to disclose information regarding breaches of a statute, danger to public health and safety or a significant danger to the environment.

No employee shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:

- (a) An employee shall direct their concern or allegation to the employee's immediate supervisor.
- (b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.
- (c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.
- (d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.

- (e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to the, Director of Human Resources, including the detailed information outlined above.
- (f) Where an allegation involves the Director of Human Resources, the employee shall forward their allegation to the CEO.

### **31.12 Electronic Monitoring**

- (a) Monitoring equipment may be used to protect the safety of employees, clients and persons in the care of the province or to protect the assets or property of the Employer.
- (b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.

### **31.13 Misuse of Managerial/Supervisory Authority**

Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

#### *Process*

- (a) If there is a complaint of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence.
- (b) The complaint will be in writing and will provide full particulars of the allegation including:
- the name(s) of individual(s) involved; and
  - the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
  - names of witnesses; and
  - an explanation as to why it should be considered misuse of authority; and
  - an outline of the steps which have been taken to resolve the matter.

#### *Investigation*

The supervisor/manager will conduct an investigation within 30 days of receiving the complaint and upon completion of the investigation, the Employer will provide its response to the employee(s) within 14 days. During this period, the supervisor/manager may take any steps to informally resolve the complaint. The employee(s) directly involved may have a steward present during these discussions.

#### *Referral to Arbitration*

- (a) If the response is not acceptable to the complainant or the respondent, the Union may refer the matter, in writing, to arbitration within 30 days of the Employer's response being issued.

(b) The Arbitrator will review the complaint and the Employer's response. The Arbitrator may make a decision based on these documents or if they determine that there is no basis for the complaint or there are insufficient particulars, the Arbitrator will dismiss the case.

Where the Arbitrator determines there is sufficient reason to conduct a mediation/arbitration hearing, the Arbitrator shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause.

Hearings shall be conducted on an expedited, non-precedential basis so as to give those involved a fair hearing. The Arbitrator may admit any evidence deemed necessary or appropriate. The Arbitrator will set their own process and may:

- (1) make findings of fact;
- (2) decide if, on the facts, misuse of managerial/supervisory authority has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Arbitrator shall be final and binding and consistent with the terms of the collective agreement.

The Arbitrator shall be seized with any grievance(s) filed which pertain to the misuse of managerial/supervisory authority complaints.

(c) Pending the determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

## **ARTICLE 32 - SPECIAL EMPLOYMENT PROGRAMS**

### **32.1 Training Program**

(a) The objectives of the training program are:

- (1) to provide a training program leading to long-term employment for persons with disabilities and disadvantaged persons;
- (2) to increase awareness of the value of hiring persons with disabilities and disadvantaged persons;
- (3) to increase the personal development and work skills of persons with disabilities and disadvantaged persons;
- (4) to encourage the employment of persons with disabilities and disadvantaged persons at BCS.

The purpose of the program is to provide training for employment for those who experience difficulty in competing in the labour market; to provide training and encourage the development of skills which will assist those clients to overcome such difficulty and so become active participants in the labour force.

Each position will be designed with a training outline and will indicate a proposed time by which training will be completed.



- (b) Individuals in the training program will be given special jobs not normally carried out by the employees in the bargaining unit, or jobs where they are not expected to carry out the principal duties of that job.
- (c) There will be an initial training work term not to exceed six continuous months of employment. At the completion of this 910 hours' work term, an assessment of the abilities and skills of each individual will be made. If the individual is deemed not yet "*job-ready*", they may be eligible for an extension under the training program, not to exceed six months. Pay for the initial work term and the period of extension, if required, will be at the levels shown in Appendix 2D.
- (d) Individuals on the training program will be considered auxiliary employees. Benefits in the agreement will apply. The training program will be considered as a special program and Clause 30.5(d) will apply. Notwithstanding Clause 30.5(d), once clients have completed their work assignments under the program, they will be considered to have in service status for the purpose of applying on competitions only. The in service status shall remain in effect for nine months after completion of their final work assignment under the Program.
- (e) Notwithstanding any other provision of this collective agreement, the Employer may conclude a client's participation in the Program at any time for good and sufficient reasons.
- (f) Notwithstanding Article 10 - Dismissal, Suspension and Discipline, and Clause 28.3, if there is a dispute regarding the reasons in (e) above, or a dispute as to whether an individual hired under this program should be classified in accordance with (b) above, the matter shall be referred to an agreed arbitrator.
- (g) Individuals shall be classified and paid in accordance with Appendix 2D.
- (h) The hours of work for these employees will be as per the hours in the work unit.

### **32.2 Co-operative Education Training Program**

The purpose is to establish the salary rate and working conditions for students hired under the Co-operative Education Training Program.

- (a) Employees hired under the Co-operative Education Training Program will be considered auxiliary employees and receive the appropriate benefits as per this agreement.
- (b) The program will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution. The length of appointment for students under this article will correspond to the requirements of their academic program.
- (c) Co-op education will be considered supernumerary to the established workforce. As such, Clause 30.5(d) will apply to these programs.
- (d) No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.
- (e) Employees hired under this program will be classified and paid in accordance with Appendix 2D at Co-op Level 1 or Co-op Level 2 as appropriate.
- (f) The standard hours of work for employees under this program will be seven hours per day and 35 hours per week.
- (g) The standard hours of work may be varied by mutual agreement at the local level, consistent with local hours of work agreements, provided that no employee works more than 10 hours in one day and 70 hours in a biweekly period.

- (h) Employees hired under the Co-operative Education Training Program shall be assigned work that augments their field of study.

### **32.3 Youth Employment Program**

The purpose is to establish the salary and working conditions for students hired by the Employer under the youth employment programs, including environmental youth teams.

- (a) Employees hired to carry out the principal duties of a job covered by this agreement shall be classified accordingly and paid according to the rate established for that position.
- (b) Employees hired under this program will be classified and paid a biweekly salary in accordance with Appendix 2D.
- (c) Employees hired under this program will be considered auxiliary employees and receive the appropriate benefits as per this agreement. No student will be hired under this program to perform work previously done by an employee on layoff or for which an employee on layoff has right of recall.
- (d) Notwithstanding Clause 28.3, if there is a dispute as to whether an employee hired under this program should be classified in accordance with (a) or (b), the dispute shall be referred to an adjudication committee for final resolution. The Committee shall be composed of a single adjudicator and two assessors - one appointed by each of the parties to this agreement.
- (e) The program will be considered a special employment program and Clause 30.5(d) will apply.
- (f) The hours of work shall average 35 hours per week and shall be consistent with the hours of work established for the work group to which the employee is assigned.
- (g) The hours of work may be varied by mutual agreement between the Union and the Employer provided that no employee works more than 10 hours in one day or 70 hours in a biweekly period.

### **32.4 Aboriginal Youth Internship Program**

- (a) Interns employed under the Aboriginal Youth Internship Program (AYIP) shall be paid in accordance with Appendix 2D.
- (b) Notwithstanding Clause 30.5(d), AYIP graduates will be considered to have in-service status for the purpose of applying on competitions only for a period of nine months after the completion of their internship.

## **ARTICLE 33 - SAFEGUARDING VULNERABLE PEOPLE**

### **33.1 Purpose**

The parties recognize that within the Broadmead Care Society there are employees whose work assignment brings them in contact with vulnerable individuals. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The parties recognize that an employee's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals is to be treated with confidentiality to the fullest extent compatible with meeting the government's responsibility of safeguarding vulnerable people.

Vulnerable people includes adults with physical/mental disabilities, and includes children.

### 33.2 Confidential Disclosures

(a) Within 20 days of a request by the Employer an employee shall provide the Employer with such authorization and information as the police may require in order to establish whether a record exists in areas of crime incompatible with such assignments. The Employer shall not be entitled to consider police records other than those arising from the above mentioned crimes.

(b) Refusal to provide the necessary information shall render the employee ineligible to work with vulnerable people. Upon failure or refusal to provide the necessary information the employee shall be given 20 workdays' notice of removal from the assignment. Such employees shall have the options outlined in Article 13. During the notice period the employee shall be assigned duties which do not involve vulnerable people or will be paid in lieu of work.

Where an employee provides false or misleading information, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

(c) Within 30 days of the signing of this agreement, the Principals shall mutually agree to a third party who will be responsible for the following:

(1) To receive police records as requested by the Employer.

(2) To forward such records to the Employer without information which identifies the employee while retaining a cross-reference means of identification.

(3) Upon request of the CEO, to provide the employee name corresponding to a record and to notify the employee.

(d) Where a CEO has called for an employee name, the employee shall have an opportunity to make written explanation regarding the record as it relates to their suitability.

The decision that an employee is not cleared for work in a position of trust will be made by the CEO. Where the CEO has called for an employee name and decides that the record does not render the employee unsuitable, the record shall be destroyed.

(e) Upon the decision of the CEO that an employee is not cleared for work with vulnerable people, the employee shall be given 20 workdays' notice of removal from the assignment. Such employees shall have the options outlined in Article 13. During the notice period the employee shall be assigned duties which do not involve vulnerable people or will be paid in lieu of work.

The decision of the CEO shall be subject to the grievance procedure commencing at Step 2 within 30 days of the written decision being received.

## ARTICLE 34 - LIMITED EMPLOYMENT AND PRIVATIZATION

### Limited Employment

(a) *Definitions* - in Clause 34 of this article:

"*Limited Term Employee*" means:

"*persons appointed on a temporary limited basis for a specific term of less than 31 calendar days*".

(b) *Reporting Procedures*

(1) The Employer agrees to provide the Union with a copy of all letters appointing a limited term employee within 10 calendar days of such appointments.

The appointment notice shall contain the following information:

- (i) the date the appointment is to commence;
  - (ii) the date the employment is to terminate or is intended to terminate;
  - (iii) the work location and classification of work to be performed.
- (2) (i) The Employer agrees to provide the Union with written reports every three months of each calendar year regarding usage of service of employees from employment agencies.
- (ii) Reports will be forwarded as follows:
    - a. by April 30 for the period January 1 to March 31;
    - b. by July 31 for the period April 1 to June 30;
    - c. by October 31 for the period July 1 to September 30;
    - d. by January 31 for the period October 1 to December 31.
  - (iii) Each report shall include:
    - a. the name of the employment agency and individual concerned;
    - b. the location at which such services are provided;
    - c. the dates of utilization.

(c) *Limited Term Employee*

(1) No individual will be permitted to work on a subsequent appointment of less than 31 days without the elapse of a period of 31 days since the expiry of that individual's most recent appointment of less than 31 days. If a person is appointed and the person's appointment extends beyond 30 days, that person shall be re-appointed as an auxiliary employee effective the date the appointment is extended, however, seniority shall be credited for hours worked pursuant to the appointment.

(2) For the purposes of Clause 34 of this article non-working periods in excess of seven days within a period of 90 days shall not be counted for purposes of calculating whether an appointment is for a period of less than 31 days.

(d) *Employment Agencies*

(1) An "*employment agency*" is defined as a person or business organization who is in the business of recruiting and providing the services of individuals to other persons or organizations, including the Employer.

(2) No assignment of work to any one individual from an employment agency shall exceed 30 days.

(e) *Combination Usage*

The Employer agrees that it will not utilize limited-term employees and individuals from employment agency(s) or a combination of either, in succession to perform the same duties for a period in excess of 30 days within a period of 90 days.

(f) *Waiver*

Nothing in this article prohibits the Union from waiving any term or condition of this article. A waiver may only be granted by the President of the Union in writing, and such waivers will not be unreasonably

withheld. The President of the Union shall respond to requests for a waiver within 10 calendar days of a request.

## **ARTICLE 35 - TERM OF AGREEMENT**

### **35.1 Duration**

This agreement shall be binding and remain in effect to midnight March 31, 2019.

### **35.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2019, but in any event not later than midnight January 31, 2019.
- (b) Where no notice is given by either party prior to January 1, 2019, both parties shall be deemed to have given notice under this clause on January 31, 2019, and thereupon Clause 35.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the CEO.

### **35.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 35.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

### **35.4 Change in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

### **35.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

### **35.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect first pay period following date of ratification.

**SIGNED ON BEHALF OF  
THE UNION BY:**

**SIGNED ON BEHALF OF  
THE EMPLOYER BY:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
David Cheperdack  
President and Chief Executive Officer

\_\_\_\_\_  
Susanne Francoeur  
Bargaining Committee

\_\_\_\_\_  
Neil MacPherson  
Bargaining Committee

\_\_\_\_\_  
Cindy Ingram  
Bargaining Committee

\_\_\_\_\_  
Jenny Ewing  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX 1A**  
**Classifications and Rates of Pay**

**HOSPITAL & ALLIED SERVICES**

*Definition* - This component includes those positions providing direct care in institutions or support services generally.

**SOCIAL, INFORMATION & HEALTH**

*Definition* - This component consists of those classifications involved in sociological, cultural, education, research, health care delivery, and the direct technical support functions thereto.

**ADMINISTRATIVE SERVICES**

*Definition* - This component consists of those classifications which act in direct support to administrative, social and legal programs by providing such services as clerical, stenographic, business-machine operation, etc., or which are of an administrative or supervisory nature which may include technical support and auditing, taxation, systems, or regulatory/enforcement in a commercial environment.

**ENVIRONMENTAL, TECHNICAL AND OPERATIONAL**

*Definition* - This component consists of classifications involved in natural resources and environmental protection and regulation; engineering support/inspection; labouring/maintenance; operation of vehicles and industrial equipment; tradespersons, and marine crew and officers.

These provisions only apply to those employees appointed to Broadmead Care Society subsequent to the date of ratification.

Classification	Grid	Steps				
Food Production Services R9		1	2	3	4	5
	7	*	n/a	n/a	n/a	n/a
	8	*	n/a	n/a	n/a	n/a
	9	*	*	*	*	*

Classification	Grid	Steps				
Food Production Services R7		1	2	3	4	5
	5	*	n/a	n/a	n/a	n/a
	6	*	n/a	n/a	n/a	n/a
	7	*	*	*	*	*

Classification	Grid	Steps				
Laundry Worker R6		1	2	3	4	5
	4	*	n/a	n/a	n/a	n/a
	5	*	n/a	n/a	n/a	n/a
	6	*	*	*	*	*

Classification	Grid	Steps				
Building Maintenance Worker R6 (Housekeeper)		1	2	3	4	5
	4	*	n/a	n/a	n/a	n/a
	5	*	n/a	n/a	n/a	n/a
	6	*	*	*	*	*

Classification	Grid	Steps				
Activity Worker R11		1	2	3	4	5
	10	*	n/a	n/a	n/a	n/a
	11	*	*	*	*	*

**Wage Scale**

December 1, 2013 (Current)					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
G1	1	28,405.25	2,367.10	1,088.77	15.5539
	1	30,636.66	2,553.06	1,174.30	16.7757
	2	31,454.56	2,621.21	1,205.65	17.2236
1	3	32,299.34	2,691.61	1,238.03	17.6861
	4	33,172.02	2,764.34	1,271.48	18.1640
	5	34,479.62	2,873.30	1,321.60	18.8800
	1	31,454.56	2,621.21	1,205.65	17.2236
	2	32,299.34	2,691.61	1,238.03	17.6861
2	3	33,172.02	2,764.34	1,271.48	18.1640
	4	34,073.93	2,839.49	1,306.05	18.6579
	5	35,425.10	2,952.09	1,357.84	19.3977
	1	32,299.34	2,691.61	1,238.03	17.6861
	2	33,172.02	2,764.34	1,271.48	18.1640
3	3	34,073.93	2,839.49	1,306.05	18.6579
	4	35,006.36	2,917.20	1,341.79	19.1684
	5	36,401.62	3,033.47	1,395.27	19.9324
	1	33,172.02	2,764.34	1,271.48	18.1640
	2	34,073.93	2,839.49	1,306.05	18.6579
4	3	35,006.36	2,917.20	1,341.79	19.1684
	4	35,969.58	2,997.47	1,378.71	19.6959
	5	37,411.53	3,117.63	1,433.98	20.4854
	1	34,073.93	2,839.49	1,306.05	18.6579
	2	35,006.36	2,917.20	1,341.79	19.1684
5	3	35,969.58	2,997.47	1,378.71	19.6959
	4	36,965.67	3,080.47	1,416.89	20.2413
	5	38,454.32	3,204.53	1,473.95	21.0564
	1	35,006.36	2,917.20	1,341.79	19.1684
	2	35,969.58	2,997.47	1,378.71	19.6959
6	3	36,965.67	3,080.47	1,416.89	20.2413
	4	37,993.59	3,166.13	1,456.29	20.8041
	5	39,532.33	3,294.36	1,515.27	21.6467



December 1, 2013 (Current)					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	35,969.58	2,997.47	1,378.71	19.6959
	2	36,965.67	3,080.47	1,416.89	20.2413
7	3	37,993.59	3,166.13	1,456.29	20.8041
	4	39,057.51	3,254.79	1,497.07	21.3867
	5	40,646.87	3,387.24	1,557.99	22.2570
	1	36,965.67	3,080.47	1,416.89	20.2413
	2	37,993.59	3,166.13	1,456.29	20.8041
8	3	39,057.51	3,254.79	1,497.07	21.3867
	4	40,155.61	3,346.30	1,539.16	21.9880
	5	41,797.67	3,483.14	1,602.10	22.8871
	1	37,993.59	3,166.13	1,456.29	20.8041
	2	39,057.51	3,254.79	1,497.07	21.3867
9	3	40,155.61	3,346.30	1,539.16	21.9880
	4	41,290.75	3,440.90	1,582.67	22.6096
	5	42,987.34	3,582.28	1,647.70	23.5386
	1	39,057.51	3,254.79	1,497.07	21.3867
	2	40,155.61	3,346.30	1,539.16	21.9880
10	3	41,290.75	3,440.90	1,582.67	22.6096
	4	42,464.25	3,538.69	1,627.65	23.2521
	5	44,216.67	3,684.72	1,694.82	24.2117
	1	40,155.61	3,346.30	1,539.16	21.9880
	2	41,290.75	3,440.90	1,582.67	22.6096
11	3	42,464.25	3,538.69	1,627.65	23.2521
	4	43,676.10	3,639.68	1,674.10	23.9157
	5	45,486.17	3,790.51	1,743.48	24.9069
	1	41,290.75	3,440.90	1,582.67	22.6096
	2	42,464.25	3,538.69	1,627.65	23.2521
12	3	43,676.10	3,639.68	1,674.10	23.9157
	4	44,928.64	3,744.05	1,722.11	24.6016
	5	46,798.99	3,899.92	1,793.80	25.6257
	1	42,464.25	3,538.69	1,627.65	23.2521
	2	43,676.10	3,639.68	1,674.10	23.9157
13	3	44,928.64	3,744.05	1,722.11	24.6016
	4	46,223.20	3,851.93	1,771.73	25.3104
	5	48,155.89	4,012.99	1,845.81	26.3687
	1	43,676.10	3,639.68	1,674.10	23.9157
	2	44,928.64	3,744.05	1,722.11	24.6016
14	3	46,223.20	3,851.93	1,771.73	25.3104
	4	47,560.79	3,963.40	1,823.00	26.0429
	5	49,557.41	4,129.78	1,899.53	27.1361

December 1, 2013 (Current)					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	44,928.64	3,744.05	1,722.11	24.6016
	2	46,223.20	3,851.93	1,771.73	25.3104
15	3	47,560.79	3,963.40	1,823.00	26.0429
	4	48,942.48	4,078.54	1,875.96	26.7994
	5	51,006.41	4,250.53	1,955.07	27.9296
	1	46,223.20	3,851.93	1,771.73	25.3104
	2	47,560.79	3,963.40	1,823.00	26.0429
16	3	48,942.48	4,078.54	1,875.96	26.7994
	4	50,371.66	4,197.64	1,930.74	27.5820
	5	52,502.89	4,375.24	2,012.43	28.7490
	1	47,560.79	3,963.40	1,823.00	26.0429
	2	48,942.48	4,078.54	1,875.96	26.7994
17	3	50,371.66	4,197.64	1,930.74	27.5820
	4	51,847.53	4,320.63	1,987.31	28.3901
	5	54,049.46	4,504.12	2,071.71	29.5959
	1	48,942.48	4,078.54	1,875.96	26.7994
	2	50,371.66	4,197.64	1,930.74	27.5820
18	3	51,847.53	4,320.63	1,987.31	28.3901
	4	53,372.71	4,447.73	2,045.77	29.2253
	5	55,662.83	4,638.57	2,133.55	30.4793
	1	50,371.66	4,197.64	1,930.74	27.5820
	2	51,847.53	4,320.63	1,987.31	28.3901
19	3	53,372.71	4,447.73	2,045.77	29.2253
	4	54,953.72	4,579.48	2,106.37	30.0910
	5	57,346.89	4,778.91	2,198.10	31.4014
	1	51,847.53	4,320.63	1,987.31	28.3901
	2	53,372.71	4,447.73	2,045.77	29.2253
20	3	54,953.72	4,579.48	2,106.37	30.0910
	4	56,615.61	4,717.97	2,170.07	31.0010
	5	59,087.31	4,923.94	2,264.81	32.3544
	1	53,372.71	4,447.73	2,045.77	29.2253
	2	54,953.72	4,579.48	2,106.37	30.0910
21	3	56,615.61	4,717.97	2,170.07	31.0010
	4	58,332.28	4,861.02	2,235.87	31.9410
	5	60,887.47	5,073.96	2,333.81	33.3401
	1	54,953.72	4,579.48	2,106.37	30.0910
	2	56,615.61	4,717.97	2,170.07	31.0010
22	3	58,332.28	4,861.02	2,235.87	31.9410
	4	60,106.36	5,008.86	2,303.87	32.9124
	5	62,745.55	5,228.80	2,405.03	34.3576

December 1, 2013 (Current)					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	56,615.61	4,717.97	2,170.07	31.0010
	2	58,332.28	4,861.02	2,235.87	31.9410
23	3	60,106.36	5,008.86	2,303.87	32.9124
	4	61,939.91	5,161.66	2,374.15	33.9164
	5	64,667.29	5,388.94	2,478.69	35.4099
	1	58,332.28	4,861.02	2,235.87	31.9410
	2	60,106.36	5,008.86	2,303.87	32.9124
24	3	61,939.91	5,161.66	2,374.15	33.9164
	4	63,833.99	5,319.50	2,446.75	34.9536
	5	66,652.94	5,554.41	2,554.80	36.4971
	1	60,106.36	5,008.86	2,303.87	32.9124
	2	61,939.91	5,161.66	2,374.15	33.9164
25	3	63,833.99	5,319.50	2,446.75	34.9536
	4	65,791.74	5,482.65	2,521.79	36.0256
	5	68,703.82	5,725.32	2,633.41	37.6201
	1	61,939.91	5,161.66	2,374.15	33.9164
	2	63,833.99	5,319.50	2,446.75	34.9536
26	3	65,791.74	5,482.65	2,521.79	36.0256
	4	67,815.22	5,651.27	2,599.35	37.1336
	5	70,823.84	5,901.99	2,714.67	38.7810
	1	63,833.99	5,319.50	2,446.75	34.9536
	2	65,791.74	5,482.65	2,521.79	36.0256
27	3	67,815.22	5,651.27	2,599.35	37.1336
	4	69,905.24	5,825.44	2,679.46	38.2780
	5	73,013.78	6,084.48	2,798.61	39.9801
	1	65,791.74	5,482.65	2,521.79	36.0256
	2	67,815.22	5,651.27	2,599.35	37.1336
28	3	69,905.24	5,825.44	2,679.46	38.2780
	4	72,065.17	6,005.43	2,762.25	39.4607
	5	75,278.07	6,273.17	2,885.40	41.2200
	1	67,815.22	5,651.27	2,599.35	37.1336
	2	69,905.24	5,825.44	2,679.46	38.2780
29	3	72,065.17	6,005.43	2,762.25	39.4607
	4	74,297.89	6,191.49	2,847.83	40.6833
	5	77,616.97	6,468.08	2,975.05	42.5007
	1	69,905.24	5,825.44	2,679.46	38.2780
	2	72,065.17	6,005.43	2,762.25	39.4607
30	3	74,297.89	6,191.49	2,847.83	40.6833
	4	76,657.41	6,388.12	2,938.27	41.9753
	5	80,033.62	6,669.47	3,067.68	43.8240

December 1, 2013 (Current)					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

	1	72,065.17	6,005.43	2,762.25	39.4607
	2	74,297.89	6,191.49	2,847.83	40.6833
31	3	76,657.41	6,388.12	2,938.27	41.9753
	4	79,094.41	6,591.20	3,031.68	43.3097
	5	82,582.29	6,881.86	3,165.37	45.2196

	1	74,297.89	6,191.49	2,847.83	40.6833
	2	76,657.41	6,388.12	2,938.27	41.9753
32	3	79,094.41	6,591.20	3,031.68	43.3097
	4	81,611.50	6,800.96	3,128.16	44.6880
	5	85,215.22	7,101.27	3,266.29	46.6613

	1	76,657.41	6,388.12	2,938.27	41.9753
	2	79,094.41	6,591.20	3,031.68	43.3097
33	3	81,611.50	6,800.96	3,128.16	44.6880
	4	84,210.78	7,017.57	3,227.79	46.1113
	5	87,932.94	7,327.75	3,370.46	48.1494

October 1, 2015 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

G1	1	28,689.30	2,390.77	1,099.66	15.7094
	2	30,943.03	2,578.59	1,186.04	16.9435
	3	31,769.11	2,647.4102	1,217.71	17.3958
1	4	32,622.33	2,718.53	1,250.41	17.8630
	5	33,503.74	2,791.98	1,284.19	18.3456
		34,824.42	2,902.03	1,334.82	19.0688

	1	31,769.11	2,647.42	1,217.71	17.3958
	2	32,622.33	2,718.53	1,250.41	17.8630
2	3	33,503.74	2,791.98	1,284.19	18.3456
	4	34,414.67	2,867.88	1,319.11	18.8445
	5	35,779.35	2,981.61	1,371.42	19.5917

	1	32,622.33	2,718.53	1,250.41	17.8630
	2	33,503.74	2,791.98	1,284.19	18.3456
3	3	34,414.67	2,867.88	1,319.11	18.8445
	4	35,356.42	2,946.37	1,355.21	19.3601
	5	36,765.64	3,063.80	1,409.22	20.1317

	1	33,503.74	2,791.98	1,284.19	18.3456
	2	34,414.67	2,867.88	1,319.11	18.8445
4	3	35,356.42	2,946.37	1,355.21	19.3601
	4	36,329.28	3,027.44	1,392.50	19.8929
	5	37,785.65	3,148.81	1,448.32	20.6903

October 1, 2015 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	34,414.67	2,867.88	1,319.11	18.8445
	2	35,356.42	2,946.37	1,355.21	19.3601
5	3	36,329.28	3,027.44	1,392.50	19.8929
	4	37,335.33	3,111.27	1,431.06	20.4437
	5	38,838.86	3,236.58	1,488.69	21.2670
	1	35,356.42	2,946.37	1,355.21	19.3601
	2	36,329.28	3,027.44	1,392.50	19.8929
6	3	37,335.33	3,111.27	1,431.06	20.4437
	4	38,373.53	3,197.79	1,470.85	21.0121
	5	39,927.65	3,327.30	1,530.42	21.8632
	1	36,329.28	3,027.44	1,392.50	19.8929
	2	37,335.33	3,111.27	1,431.06	20.4437
7	3	38,373.53	3,197.79	1,470.85	21.0121
	4	39,448.09	3,287.34	1,512.04	21.6006
	5	41,053.34	3,421.11	1,573.57	22.4796
	1	37,335.33	3,111.27	1,431.06	20.4437
	2	38,373.53	3,197.79	1,470.85	21.0121
8	3	39,448.09	3,287.34	1,512.04	21.6006
	4	40,557.17	3,379.76	1,554.55	22.2079
	5	42,215.65	3,517.97	1,618.12	23.1160
	1	38,373.53	3,197.79	1,470.85	21.0121
	2	39,448.09	3,287.34	1,512.04	21.6006
9	3	40,557.17	3,379.76	1,554.55	22.2079
	4	41,703.66	3,475.31	1,598.50	22.8357
	5	43,417.21	3,618.10	1,664.18	23.7740
	1	39,448.09	3,287.34	1,512.04	21.6006
	2	40,557.17	3,379.76	1,554.55	22.2079
10	3	41,703.66	3,475.31	1,598.50	22.8357
	4	42,888.89	3,574.08	1,643.93	23.4846
	5	44,658.84	3,721.57	1,711.77	24.4538
	1	40,557.17	3,379.76	1,554.55	22.2079
	2	41,703.66	3,475.31	1,598.50	22.8357
11	3	42,888.89	3,574.08	1,643.93	23.4846
	4	44,112.86	3,676.08	1,690.84	24.1549
	5	45,941.03	3,828.42	1,760.91	25.1560

October 1, 2015 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	41,703.66	3,475.31	1,598.50	22.8357
	2	42,888.89	3,574.08	1,643.93	23.4846
12	3	44,112.86	3,676.08	1,690.84	24.1549
	4	45,377.93	3,781.49	1,739.33	24.8476
	5	47,266.98	3,938.92	1,811.74	25.8820
	1	42,888.89	3,574.08	1,643.93	23.4846
	2	44,112.86	3,676.08	1,690.84	24.1549
13	3	45,377.93	3,781.49	1,739.33	24.8476
	4	46,685.43	3,890.45	1,789.45	25.5635
	5	48,637.45	4,053.12	1,864.27	26.6324
	1	44,112.86	3,676.08	1,690.84	24.1549
	2	45,377.93	3,781.49	1,739.33	24.8476
14	3	46,685.43	3,890.45	1,789.45	25.5635
	4	48,036.40	4,003.03	1,841.23	26.3033
	5	50,052.98	4,171.08	1,918.53	27.4075
	1	45,377.93	3,781.49	1,739.33	24.8476
	2	46,685.43	3,890.45	1,789.45	25.5635
15	3	48,036.40	4,003.03	1,841.23	26.3033
	4	49,431.90	4,119.33	1,894.72	27.0674
	5	51,516.47	4,293.04	1,974.62	28.2089
	1	46,685.43	3,890.45	1,789.45	25.5635
	2	48,036.40	4,003.03	1,841.23	26.3033
16	3	49,431.90	4,119.33	1,894.72	27.0674
	4	50,875.38	4,239.62	1,950.05	27.8578
	5	53,027.92	4,418.99	2,032.55	29.0365
	1	48,036.40	4,003.03	1,841.23	26.3033
	2	49,431.90	4,119.33	1,894.72	27.0674
17	3	50,875.38	4,239.62	1,950.05	27.8578
	4	52,366.01	4,363.84	2,007.18	28.6740
	5	54,589.95	4,549.16	2,092.43	29.8919
	1	49,431.90	4,119.33	1,894.72	27.0674
	2	50,875.38	4,239.62	1,950.05	27.8578
18	3	52,366.01	4,363.84	2,007.18	28.6740
	4	53,906.44	4,492.21	2,066.23	29.5176
	5	56,219.46	4,684.96	2,154.89	30.7841

October 1, 2015 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	50,875.38	4,239.62	1,950.05	27.8578
	2	52,366.01	4,363.84	2,007.18	28.6740
19	3	53,906.44	4,492.21	2,066.23	29.5176
	4	55,503.26	4,625.27	2,127.43	30.3919
	5	57,920.36	4,826.70	2,220.08	31.7154
	1	52,366.01	4,363.84	2,007.18	28.6740
	2	53,906.44	4,492.21	2,066.23	29.5176
20	3	55,503.26	4,625.27	2,127.43	30.3919
	4	57,181.77	4,765.15	2,191.77	31.3110
	5	59,678.18	4,973.18	2,287.46	32.6779
	1	53,906.44	4,492.21	2,066.23	29.5176
	2	55,503.26	4,625.27	2,127.43	30.3919
21	3	57,181.77	4,765.15	2,191.77	31.3110
	4	58,915.60	4,909.63	2,258.23	32.2604
	5	61,496.34	5,124.70	2,357.15	33.6735
	1	55,503.26	4,625.27	2,127.43	30.3919
	2	57,181.77	4,765.15	2,191.77	31.3110
22	3	58,915.60	4,909.63	2,258.23	32.2604
	4	60,707.42	5,058.95	2,326.91	33.2415
	5	63,373.01	5,281.09	2,429.08	34.7012
	1	57,181.77	4,765.15	2,191.77	31.3110
	2	58,915.60	4,909.63	2,258.23	32.2604
23	3	60,707.42	5,058.95	2,326.91	33.2415
	4	62,559.31	5,213.28	2,397.89	34.2556
	5	65,313.96	5,442.83	2,503.48	35.7640
	1	58,915.60	4,909.63	2,258.23	32.2604
	2	60,707.42	5,058.95	2,326.91	33.2415
24	3	62,559.31	5,213.28	2,397.89	34.2556
	4	64,472.33	5,372.70	2,471.22	35.3031
	5	67,319.47	5,609.95	2,580.35	36.8621
	1	60,707.42	5,058.95	2,326.91	33.2415
	2	62,559.31	5,213.28	2,397.89	34.2556
25	3	64,472.33	5,372.70	2,471.22	35.3031
	4	66,449.66	5,537.48	2,547.01	36.3859
	5	69,390.86	5,782.57	2,659.74	37.9963

October 1, 2015 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	62,559.31	5,213.28	2,397.89	34.2556
	2	64,472.33	5,372.70	2,471.22	35.3031
26	3	66,449.66	5,537.48	2,547.01	36.3859
	4	68,493.37	5,707.78	2,625.34	37.5049
	5	71,532.08	5,961.01	2,741.82	39.1688
	1	64,472.33	5,372.70	2,471.22	35.3031
	2	66,449.66	5,537.48	2,547.01	36.3859
27	3	68,493.37	5,707.78	2,625.34	37.5049
	4	70,604.29	5,883.69	2,706.25	38.6608
	5	73,743.92	6,145.32	2,826.60	40.3799
	1	66,449.66	5,537.48	2,547.01	36.3859
	2	68,493.37	5,707.78	2,625.34	37.5049
28	3	70,604.29	5,883.69	2,706.25	38.6608
	4	72,785.82	6,065.48	2,789.87	39.8553
	5	76,030.85	6,335.90	2,914.25	41.6322
	1	68,493.37	5,707.78	2,625.34	37.5049
	2	70,604.29	5,883.69	2,706.25	38.6608
29	3	72,785.82	6,065.48	2,789.87	39.8553
	4	75,040.87	6,253.40	2,876.31	41.0901
	5	78,393.14	6,532.76	3,004.80	42.9257
	1	70,604.29	5,883.69	2,706.25	38.6608
	2	72,785.82	6,065.48	2,789.87	39.8553
30	3	75,040.87	6,253.40	2,876.31	41.0901
	4	77,423.98	6,452.00	2,967.65	42.3951
	5	80,833.96	6,736.16	3,098.36	44.2622
	1	72,785.82	6,065.48	2,789.87	39.8553
	2	75,040.87	6,253.40	2,876.31	41.0901
31	3	77,423.98	6,452.00	2,967.65	42.3951
	4	79,885.35	6,657.11	3,062.00	43.7428
	5	83,408.11	6,950.68	3,197.02	45.6718
	1	75,040.87	6,253.40	2,876.31	41.0901
	2	77,423.98	6,452.00	2,967.65	42.3951
32	3	79,885.35	6,657.11	3,062.00	43.7428
	4	82,427.62	6,868.97	3,159.44	45.1349
	5	86,067.37	7,172.28	3,298.95	47.1279



October 1, 2015 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	77,423.98	6,452.00	2,967.65	42.3951
	2	79,885.35	6,657.11	3,062.00	43.7428
33	3	82,427.62	6,868.97	3,159.44	45.1349
	4	85,052.89	7,087.75	3,260.07	46.5724
	5	88,812.27	7,401.03	3,404.16	48.6309

February 1, 2016 .45%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
G1	1	28,818.40	2,401.53	1,104.61	15.7801

	1	31,082.27	2,590.19	1,191.38	17.0197
	2	31,912.07	2,659.34	1,223.19	17.4741
1	3	32,769.13	2,730.76	1,256.04	17.9433
	4	33,654.51	2,804.55	1,289.97	18.4282
	5	34,981.13	2,915.09	1,340.82	19.1546

	1	31,912.07	2,659.34	1,223.19	17.4741
	2	32,769.13	2,730.76	1,256.04	17.9433
2	3	33,654.51	2,804.55	1,289.97	18.4282
	4	34,569.54	2,880.79	1,325.05	18.9293
	5	35,940.36	2,995.03	1,377.59	19.6798

	1	32,769.13	2,730.76	1,256.04	17.9433
	2	33,654.51	2,804.55	1,289.97	18.4282
3	3	34,569.54	2,880.79	1,325.05	18.9293
	4	35,515.53	2,959.63	1,361.31	19.4472
	5	36,931.08	3,077.59	1,415.56	20.2223

	1	33,654.51	2,804.55	1,289.97	18.4282
	2	34,569.54	2,880.79	1,325.05	18.9293
4	3	35,515.53	2,959.63	1,361.31	19.4472
	4	36,492.76	3,041.07	1,398.76	19.9824
	5	37,955.68	3,162.98	1,454.84	20.7834

	1	34,569.54	2,880.79	1,325.05	18.9293
	2	35,515.53	2,959.63	1,361.31	19.4472
5	3	36,492.76	3,041.07	1,398.76	19.9824
	4	37,503.34	3,125.28	1,437.50	20.5357
	5	39,013.64	3,251.14	1,495.39	21.3627

	1	35,515.53	2,959.63	1,361.31	19.4472
	2	36,492.76	3,041.07	1,398.76	19.9824
6	3	37,503.34	3,125.28	1,437.50	20.5357
	4	38,546.21	3,212.18	1,477.47	21.1067
	5	40,107.33	3,342.28	1,537.31	21.9616

February 1, 2016 .45%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	36,492.76	3,041.07	1,398.76	19.9824
	2	37,503.34	3,125.28	1,437.50	20.5357
7	3	38,546.21	3,212.18	1,477.47	21.1067
	4	39,625.60	3,302.13	1,518.84	21.6978
	5	41,238.08	3,436.51	1,580.65	22.5807
	1	37,503.34	3,125.28	1,437.50	20.5357
	2	38,546.21	3,212.18	1,477.47	21.1067
8	3	39,625.60	3,302.13	1,518.84	21.6978
	4	40,739.67	3,394.97	1,561.55	22.3078
	5	42,405.62	3,533.80	1,625.40	23.2200
	1	38,546.21	3,212.18	1,477.47	21.1067
	2	39,625.60	3,302.13	1,518.84	21.6978
9	3	40,739.67	3,394.97	1,561.55	22.3078
	4	41,891.32	3,490.95	1,605.69	22.9385
	5	43,612.59	3,634.38	1,671.67	23.8810
	1	39,625.60	3,302.13	1,518.84	21.6978
	2	40,739.67	3,394.97	1,561.55	22.3078
10	3	41,891.32	3,490.95	1,605.69	22.9385
	4	43,081.89	3,590.16	1,651.32	23.5903
	5	44,859.80	3,738.31	1,719.47	24.5639
	1	40,739.67	3,394.97	1,561.55	22.3078
	2	41,891.32	3,490.95	1,605.69	22.9385
11	3	43,081.89	3,590.16	1,651.32	23.5903
	4	44,311.37	3,692.62	1,698.45	24.2636
	5	46,147.77	3,845.64	1,768.84	25.2692
	1	41,891.32	3,490.95	1,605.69	22.9385
	2	43,081.89	3,590.16	1,651.32	23.5903
12	3	44,311.37	3,692.62	1,698.45	24.2636
	4	45,582.13	3,798.51	1,747.16	24.9594
	5	47,479.68	3,956.64	1,819.89	25.9984
	1	43,081.89	3,590.16	1,651.32	23.5903
	2	44,311.37	3,692.62	1,698.45	24.2636
13	3	45,582.13	3,798.51	1,747.16	24.9594
	4	46,895.52	3,907.96	1,797.50	25.6785
	5	48,856.32	4,071.36	1,872.66	26.7522
	1	44,311.37	3,692.62	1,698.45	24.2636
	2	45,582.13	3,798.51	1,747.16	24.9594
14	3	46,895.52	3,907.96	1,797.50	25.6785
	4	48,252.56	4,021.05	1,849.52	26.4217
	5	50,278.22	4,189.85	1,927.16	27.5308

February 1, 2016 .45%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	45,582.13	3,798.51	1,747.16	24.9594
	2	46,895.52	3,907.96	1,797.50	25.6785
15	3	48,252.56	4,021.05	1,849.52	26.4217
	4	49,654.35	4,137.86	1,903.25	27.1892
	5	51,748.30	4,312.35	1,983.51	28.3358
	1	46,895.52	3,907.96	1,797.50	25.6785
	2	48,252.56	4,021.05	1,849.52	26.4217
16	3	49,654.35	4,137.86	1,903.25	27.1892
	4	51,104.32	4,258.69	1,958.82	27.9832
	5	53,266.54	4,438.88	2,041.70	29.1672
	1	48,252.56	4,021.05	1,849.52	26.4217
	2	49,654.35	4,137.86	1,903.25	27.1892
17	3	51,104.32	4,258.69	1,958.82	27.9832
	4	52,601.65	4,383.47	2,016.22	28.8030
	5	54,835.61	4,569.63	2,101.84	30.0264
	1	49,654.35	4,137.86	1,903.25	27.1892
	2	51,104.32	4,258.69	1,958.82	27.9832
18	3	52,601.65	4,383.47	2,016.22	28.8030
	4	54,149.02	4,512.42	2,075.53	29.6504
	5	56,472.45	4,706.04	2,164.58	30.9226
	1	51,104.32	4,258.69	1,958.82	27.9832
	2	52,601.65	4,383.47	2,016.22	28.8030
19	3	54,149.02	4,512.42	2,075.53	29.6504
	4	55,753.02	4,646.09	2,137.01	30.5287
	5	58,181.00	4,848.42	2,230.07	31.8581
	1	52,601.65	4,383.47	2,016.22	28.8030
	2	54,149.02	4,512.42	2,075.53	29.6504
20	3	55,753.02	4,646.09	2,137.01	30.5287
	4	57,439.08	4,786.59	2,201.63	31.4519
	5	59,946.73	4,995.56	2,297.75	32.8250
	1	54,149.02	4,512.42	2,075.53	29.6504
	2	55,753.02	4,646.09	2,137.01	30.5287
21	3	57,439.08	4,786.59	2,201.63	31.4519
	4	59,180.72	4,931.72	2,268.39	32.4056
	5	61,773.08	5,147.76	2,367.76	33.8250
	1	55,753.02	4,646.09	2,137.01	30.5287
	2	57,439.08	4,786.59	2,201.63	31.4519
22	3	59,180.72	4,931.72	2,268.39	32.4056
	4	60,980.61	5,081.71	2,337.38	33.3911
	5	63,658.18	5,304.85	2,440.01	34.8573

February 1, 2016 .45%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	57,439.08	4,786.59	2,201.63	31.4519
	2	59,180.72	4,931.72	2,268.39	32.4056
23	3	60,980.61	5,081.71	2,337.38	33.3911
	4	62,840.83	5,236.74	2,408.68	34.4097
	5	65,607.88	5,467.32	2,514.74	35.9249
	1	59,180.72	4,931.72	2,268.39	32.4056
	2	60,980.61	5,081.71	2,337.38	33.3911
24	3	62,840.83	5,236.74	2,408.68	34.4097
	4	64,762.46	5,396.87	2,482.34	35.4620
	5	67,622.41	5,635.20	2,591.96	37.0280
	1	60,980.61	5,081.71	2,337.38	33.3911
	2	62,840.83	5,236.74	2,408.68	34.4097
25	3	64,762.46	5,396.87	2,482.34	35.4620
	4	66,748.68	5,562.40	2,558.47	36.5496
	5	69,703.12	5,808.59	2,671.71	38.1673
	1	62,840.83	5,236.74	2,408.68	34.4097
	2	64,762.46	5,396.87	2,482.34	35.4620
26	3	66,748.68	5,562.40	2,558.47	36.5496
	4	68,801.59	5,733.47	2,637.16	37.6737
	5	71,853.97	5,987.83	2,754.15	39.3451
	1	64,762.46	5,396.87	2,482.34	35.4620
	2	66,748.68	5,562.40	2,558.47	36.5496
27	3	68,801.59	5,733.47	2,637.16	37.6737
	4	70,922.01	5,910.17	2,718.43	38.8348
	5	74,075.77	6,172.98	2,839.32	40.5616
	1	66,748.68	5,562.40	2,558.47	36.5496
	2	68,801.59	5,733.47	2,637.16	37.6737
28	3	70,922.01	5,910.17	2,718.43	38.8348
	4	73,113.36	6,092.78	2,802.43	40.0347
	5	76,372.99	6,364.41	2,927.37	41.8195
	1	68,801.59	5,733.47	2,637.16	37.6737
	2	70,922.01	5,910.17	2,718.43	38.8348
29	3	73,113.36	6,092.78	2,802.43	40.0347
	4	75,378.55	6,281.55	2,889.25	41.2750
	5	78,745.91	6,562.16	3,018.32	43.1189
	1	70,922.01	5,910.17	2,718.43	38.8348
	2	73,113.36	6,092.78	2,802.43	40.0347
30	3	75,378.55	6,281.55	2,889.25	41.2750
	4	77,772.39	6,481.04	2,981.01	42.5858
	5	81,197.71	6,766.48	3,112.30	44.4614

February 1, 2016 .45%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

	1	73,113.36	6,092.78	2,802.43	40.0347
	2	75,378.55	6,281.55	2,889.25	41.2750
31	3	77,772.39	6,481.04	2,981.01	42.5858
	4	80,244.84	6,687.07	3,075.78	43.9396
	5	83,783.45	6,981.96	3,211.41	45.8773

	1	75,378.55	6,281.55	2,889.25	41.2750
	2	77,772.39	6,481.04	2,981.01	42.5858
32	3	80,244.84	6,687.07	3,075.78	43.9396
	4	82,798.54	6,899.88	3,173.66	45.3380
	5	86,454.68	7,204.56	3,313.80	47.3400

	1	77,772.39	6,481.04	2,981.01	42.5858
	2	80,244.84	6,687.07	3,075.78	43.9396
33	3	82,798.54	6,899.88	3,173.66	45.3380
	4	85,435.63	7,119.64	3,274.74	46.7820
	5	89,211.92	7,434.33	3,419.48	48.8497

October 1, 2016 .5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
G1	1	28,962.50	2,413.54	1,110.13	15.8590

	1	31,237.68	2,603.15	1,197.34	17.1048
	2	32,071.63	2,672.63	1,229.30	17.5615
1	3	32,932.98	2,744.41	1,262.32	18.0331
	4	33,822.78	2,818.57	1,296.42	18.5203
	5	35,156.03	2,929.67	1,347.53	19.2504

	1	32,071.63	2,672.63	1,229.30	17.5615
	2	32,932.98	2,744.41	1,262.32	18.0331
2	3	33,822.78	2,818.57	1,296.42	18.5203
	4	34,742.38	2,895.19	1,331.67	19.0239
	5	36,120.06	3,010.00	1,384.48	19.7782

	1	32,932.98	2,744.41	1,262.32	18.0331
	2	33,822.78	2,818.57	1,296.42	18.5203
3	3	34,742.38	2,895.19	1,331.67	19.0239
	4	35,693.11	2,974.43	1,368.11	19.5444
	5	37,115.74	3,092.98	1,422.64	20.3234

	1	33,822.78	2,818.57	1,296.42	18.5203
	2	34,742.38	2,895.19	1,331.67	19.0239
4	3	35,693.11	2,974.43	1,368.11	19.5444
	4	36,675.22	3,056.27	1,405.76	20.0823
	5	38,145.46	3,178.79	1,462.11	20.8873

October 1, 2016 .5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	34,742.38	2,895.19	1,331.67	19.0239
	2	35,693.11	2,974.43	1,368.11	19.5444
5	3	36,675.22	3,056.27	1,405.76	20.0823
	4	37,690.85	3,140.90	1,444.69	20.6384
	5	39,208.71	3,267.40	1,502.87	21.4695
	1	35,693.11	2,974.43	1,368.11	19.5444
	2	36,675.22	3,056.27	1,405.76	20.0823
6	3	37,690.85	3,140.90	1,444.69	20.6384
	4	38,738.94	3,228.24	1,484.86	21.2122
	5	40,307.86	3,358.99	1,545.00	22.0714
	1	36,675.22	3,056.27	1,405.76	20.0823
	2	37,690.85	3,140.90	1,444.69	20.6384
7	3	38,738.94	3,228.24	1,484.86	21.2122
	4	39,823.73	3,318.64	1,526.44	21.8063
	5	41,444.27	3,453.69	1,588.55	22.6936
	1	37,690.85	3,140.90	1,444.69	20.6384
	2	38,738.94	3,228.24	1,484.86	21.2122
8	3	39,823.73	3,318.64	1,526.44	21.8063
	4	40,943.37	3,411.95	1,569.35	22.4194
	5	42,617.65	3,551.47	1,633.53	23.3361
	1	38,738.94	3,228.24	1,484.86	21.2122
	2	39,823.73	3,318.64	1,526.44	21.8063
9	3	40,943.37	3,411.95	1,569.35	22.4194
	4	42,100.78	3,508.40	1,613.72	23.0531
	5	43,830.65	3,652.56	1,680.02	24.0004
	1	39,823.73	3,318.64	1,526.44	21.8063
	2	40,943.37	3,411.95	1,569.35	22.4194
10	3	42,100.78	3,508.40	1,613.72	23.0531
	4	43,297.30	3,608.11	1,659.58	23.7083
	5	45,084.10	3,757.01	1,728.07	24.6867
	1	40,943.37	3,411.95	1,569.35	22.4194
	2	42,100.78	3,508.40	1,613.72	23.0531
11	3	43,297.30	3,608.11	1,659.58	23.7083
	4	44,532.93	3,711.08	1,706.94	24.3849
	5	46,378.51	3,864.87	1,777.68	25.3955
	1	42,100.78	3,508.40	1,613.72	23.0531
	2	43,297.30	3,608.11	1,659.58	23.7083
12	3	44,532.93	3,711.08	1,706.94	24.3849
	4	45,810.04	3,817.50	1,755.89	25.0842
	5	47,717.08	3,976.43	1,828.99	26.1284

October 1, 2016 .5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	43,297.30	3,608.11	1,659.58	23.7083
	2	44,532.93	3,711.08	1,706.94	24.3849
13	3	45,810.04	3,817.50	1,755.89	25.0842
	4	47,129.99	3,927.50	1,806.49	25.8069
	5	49,100.60	4,091.72	1,882.02	26.8860
	1	44,532.93	3,711.08	1,706.94	24.3849
	2	45,810.04	3,817.50	1,755.89	25.0842
14	3	47,129.99	3,927.50	1,806.49	25.8069
	4	48,493.82	4,041.15	1,858.76	26.5538
	5	50,529.61	4,210.80	1,936.79	27.6684
	1	45,810.04	3,817.50	1,755.89	25.0842
	2	47,129.99	3,927.50	1,806.49	25.8069
15	3	48,493.82	4,041.15	1,858.76	26.5538
	4	49,902.62	4,158.55	1,912.76	27.3251
	5	52,007.04	4,333.92	1,993.42	28.4775
	1	47,129.99	3,927.50	1,806.49	25.8069
	2	48,493.82	4,041.15	1,858.76	26.5538
16	3	49,902.62	4,158.55	1,912.76	27.3251
	4	51,359.84	4,279.99	1,968.62	28.1231
	5	53,532.88	4,461.07	2,051.91	29.3130
	1	48,493.82	4,041.15	1,858.76	26.5538
	2	49,902.62	4,158.55	1,912.76	27.3251
17	3	51,359.84	4,279.99	1,968.62	28.1231
	4	52,864.66	4,405.39	2,026.30	28.9470
	5	55,109.79	4,592.48	2,112.35	30.1765
	1	49,902.62	4,158.55	1,912.76	27.3251
	2	51,359.84	4,279.99	1,968.62	28.1231
18	3	52,864.66	4,405.39	2,026.30	28.9470
	4	54,419.76	4,534.98	2,085.90	29.7986
	5	56,754.81	4,729.57	2,175.41	31.0772
	1	51,359.84	4,279.99	1,968.62	28.1231
	2	52,864.66	4,405.39	2,026.30	28.9470
19	3	54,419.76	4,534.98	2,085.90	29.7986
	4	56,031.79	4,669.32	2,147.69	30.6813
	5	58,471.91	4,872.66	2,241.22	32.0174
	1	52,864.66	4,405.39	2,026.30	28.9470
	2	54,419.76	4,534.98	2,085.90	29.7986
20	3	56,031.79	4,669.32	2,147.69	30.6813
	4	57,726.28	4,810.53	2,212.64	31.6092
	5	60,246.47	5,020.54	2,309.24	32.9891

October 1, 2016 .5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	54,419.76	4,534.98	2,085.90	29.7986
	2	56,031.79	4,669.32	2,147.69	30.6813
21	3	57,726.28	4,810.53	2,212.64	31.6092
	4	59,476.63	4,956.38	2,279.73	32.5676
	5	62,081.94	5,173.50	2,379.59	33.9942
	1	56,031.79	4,669.32	2,147.69	30.6813
	2	57,726.28	4,810.53	2,212.64	31.6092
22	3	59,476.63	4,956.38	2,279.73	32.5676
	4	61,285.51	5,107.12	2,349.07	33.5581
	5	63,976.47	5,331.38	2,452.21	35.0316
	1	57,726.28	4,810.53	2,212.64	31.6092
	2	59,476.63	4,956.38	2,279.73	32.5676
23	3	61,285.51	5,107.12	2,349.07	33.5581
	4	63,155.03	5,262.92	2,420.73	34.5818
	5	65,935.92	5,494.66	2,527.32	36.1046
	1	59,476.63	4,956.38	2,279.73	32.5676
	2	61,285.51	5,107.12	2,349.07	33.5581
24	3	63,155.03	5,262.92	2,420.73	34.5818
	4	65,086.27	5,423.86	2,494.75	35.6393
	5	67,960.52	5,663.37	2,604.92	37.2131
	1	61,285.51	5,107.12	2,349.07	33.5581
	2	63,155.03	5,262.92	2,420.73	34.5818
25	3	65,086.27	5,423.86	2,494.75	35.6393
	4	67,082.42	5,590.21	2,571.26	36.7323
	5	70,051.63	5,837.64	2,685.07	38.3581
	1	63,155.03	5,262.92	2,420.73	34.5818
	2	65,086.27	5,423.86	2,494.75	35.6393
26	3	67,082.42	5,590.21	2,571.26	36.7323
	4	69,145.60	5,762.14	2,650.34	37.8621
	5	72,213.24	6,017.77	2,767.93	39.5418
	1	65,086.27	5,423.86	2,494.75	35.6393
	2	67,082.42	5,590.21	2,571.26	36.7323
27	3	69,145.60	5,762.14	2,650.34	37.8621
	4	71,276.62	5,939.72	2,732.02	39.0289
	5	74,446.14	6,203.84	2,853.51	40.7644
	1	67,082.42	5,590.21	2,571.26	36.7323
	2	69,145.60	5,762.14	2,650.34	37.8621
28	3	71,276.62	5,939.72	2,732.02	39.0289
	4	73,478.92	6,123.24	2,816.44	40.2348
	5	76,754.85	6,396.24	2,942.00	42.0286



October 1, 2016 .5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

	1	69,145.60	5,762.14	2,650.34	37.8621
	2	71,276.62	5,939.72	2,732.02	39.0289
29	3	73,478.92	6,123.24	2,816.44	40.2348
	4	75,755.45	6,312.95	2,903.70	41.4814
	5	79,139.64	6,594.97	3,033.41	43.3345

	1	71,276.62	5,939.72	2,732.02	39.0289
	2	73,478.92	6,123.24	2,816.44	40.2348
30	3	75,755.45	6,312.95	2,903.70	41.4814
	4	78,161.25	6,513.44	2,995.91	42.7988
	5	81,603.70	6,800.31	3,127.86	44.6837

	1	73,478.92	6,123.24	2,816.44	40.2348
	2	75,755.45	6,312.95	2,903.70	41.4814
31	3	78,161.25	6,513.44	2,995.91	42.7988
	4	80,646.06	6,720.50	3,091.15	44.1593
	5	84,202.37	7,016.87	3,227.47	46.1067

	1	75,755.45	6,312.95	2,903.70	41.4814
	2	78,161.25	6,513.44	2,995.91	42.7988
32	3	80,646.06	6,720.50	3,091.15	44.1593
	4	83,212.53	6,934.38	3,189.53	45.5647
	5	86,886.95	7,240.58	3,330.37	47.5767

	1	78,161.25	6,513.44	2,995.91	42.7988
	2	80,646.06	6,720.50	3,091.15	44.1593
33	3	83,212.53	6,934.38	3,189.53	45.5647
	4	85,862.80	7,155.24	3,291.11	47.0159
	5	89,657.98	7,471.50	3,436.58	49.0940

Feb 1, 2017 .35%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
G1	1	29,063.87	2,421.98	1,114.01	15.9145

	1	31,347.01	2,612.26	1,201.53	17.1647
	2	32,183.88	2,681.99	1,233.60	17.6230
1	3	33,048.24	2,754.02	1,266.74	18.0962
	4	33,941.16	2,828.44	1,300.96	18.5852
	5	35,279.08	2,939.92	1,352.24	19.3178

	1	32,183.88	2,681.99	1,233.60	17.6230
	2	33,048.24	2,754.02	1,266.74	18.0962
2	3	33,941.16	2,828.44	1,300.96	18.5852
	4	34,863.98	2,905.33	1,336.33	19.0905
	5	36,246.48	3,020.54	1,389.32	19.8475

Feb 1, 2017 .35%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	33,048.24	2,754.02	1,266.74	18.0962
	2	33,941.16	2,828.44	1,300.96	18.5852
3	3	34,863.98	2,905.33	1,336.33	19.0905
	4	35,818.03	2,984.84	1,372.90	19.6128
	5	37,245.64	3,103.81	1,427.62	20.3946
	1	33,941.16	2,828.44	1,300.96	18.5852
	2	34,863.98	2,905.33	1,336.33	19.0905
4	3	35,818.03	2,984.84	1,372.90	19.6128
	4	36,803.58	3,066.97	1,410.68	20.1526
	5	38,278.97	3,189.92	1,467.23	20.9604
	1	34,863.98	2,905.33	1,336.33	19.0905
	2	35,818.03	2,984.84	1,372.90	19.6128
5	3	36,803.58	3,066.97	1,410.68	20.1526
	4	37,822.77	3,151.89	1,449.74	20.7106
	5	39,345.94	3,278.83	1,508.13	21.5446
	1	35,818.03	2,984.84	1,372.90	19.6128
	2	36,803.58	3,066.97	1,410.68	20.1526
6	3	37,822.77	3,151.89	1,449.74	20.7106
	4	38,874.52	3,239.54	1,490.06	21.2865
	5	40,448.94	3,370.74	1,550.40	22.1486
	1	36,803.58	3,066.97	1,410.68	20.1526
	2	37,822.77	3,151.89	1,449.74	20.7106
7	3	38,874.52	3,239.54	1,490.06	21.2865
	4	39,963.11	3,330.26	1,531.78	21.8826
	5	41,589.32	3,465.78	1,594.11	22.7731
	1	37,822.77	3,151.89	1,449.74	20.7106
	2	38,874.52	3,239.54	1,490.06	21.2865
8	3	39,963.11	3,330.26	1,531.78	21.8826
	4	41,086.67	3,423.89	1,574.85	22.4978
	5	42,766.81	3,563.90	1,639.25	23.4178
	1	38,874.52	3,239.54	1,490.06	21.2865
	2	39,963.11	3,330.26	1,531.78	21.8826
9	3	41,086.67	3,423.89	1,574.85	22.4978
	4	42,248.13	3,520.68	1,619.37	23.1338
	5	43,984.06	3,665.34	1,685.90	24.0844
	1	39,963.11	3,330.26	1,531.78	21.8826
	2	41,086.67	3,423.89	1,574.85	22.4978
10	3	42,248.13	3,520.68	1,619.37	23.1338
	4	43,448.84	3,620.74	1,665.39	23.7912
	5	45,241.89	3,770.16	1,734.12	24.7731

Feb 1, 2017 .35%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	41,086.67	3,423.89	1,574.85	22.4978
	2	42,248.13	3,520.68	1,619.37	23.1338
11	3	43,448.84	3,620.74	1,665.39	23.7912
	4	44,688.79	3,724.07	1,712.92	24.4702
	5	46,540.83	3,878.40	1,783.91	25.4844
	1	42,248.13	3,520.68	1,619.37	23.1338
	2	43,448.84	3,620.74	1,665.39	23.7912
12	3	44,688.79	3,724.07	1,712.92	24.4702
	4	45,970.37	3,830.86	1,762.04	25.1720
	5	47,884.09	3,990.35	1,835.39	26.2199
	1	43,448.84	3,620.74	1,665.39	23.7912
	2	44,688.79	3,724.07	1,712.92	24.4702
13	3	45,970.37	3,830.86	1,762.04	25.1720
	4	47,294.95	3,941.24	1,812.81	25.8973
	5	49,272.45	4,106.04	1,888.61	26.9801
	1	44,688.79	3,724.07	1,712.92	24.4702
	2	45,970.37	3,830.86	1,762.04	25.1720
14	3	47,294.95	3,941.24	1,812.81	25.8973
	4	48,663.55	4,055.30	1,865.27	26.6467
	5	50,706.47	4,225.53	1,943.57	27.7653
	1	45,970.37	3,830.86	1,762.04	25.1720
	2	47,294.95	3,941.24	1,812.81	25.8973
15	3	48,663.55	4,055.30	1,865.27	26.6467
	4	50,077.28	4,173.11	1,919.46	27.4208
	5	52,189.06	4,349.08	2,000.40	28.5772
	1	47,294.95	3,941.24	1,812.81	25.8973
	2	48,663.55	4,055.30	1,865.27	26.6467
16	3	50,077.28	4,173.11	1,919.46	27.4208
	4	51,539.60	4,294.97	1,975.51	28.2215
	5	53,720.24	4,476.69	2,059.09	29.4156
	1	48,663.55	4,055.30	1,865.27	26.6467
	2	50,077.28	4,173.11	1,919.46	27.4208
17	3	51,539.60	4,294.97	1,975.51	28.2215
	4	53,049.69	4,420.81	2,033.39	29.0484
	5	55,302.67	4,608.55	2,119.75	30.2821
	1	50,077.28	4,173.11	1,919.46	27.4208
	2	51,539.60	4,294.97	1,975.51	28.2215
18	3	53,049.69	4,420.81	2,033.39	29.0484
	4	54,610.23	4,550.86	2,093.20	29.9029
	5	56,953.45	4,746.12	2,183.02	31.1860

Feb 1, 2017 .35%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	51,539.60	4,294.97	1,975.51	28.2215
	2	53,049.69	4,420.81	2,033.39	29.0484
19	3	54,610.23	4,550.86	2,093.20	29.9029
	4	56,227.90	4,685.66	2,155.21	30.7887
	5	58,676.56	4,889.72	2,249.07	32.1295
	1	53,049.69	4,420.81	2,033.39	29.0484
	2	54,610.23	4,550.86	2,093.20	29.9029
20	3	56,227.90	4,685.66	2,155.21	30.7887
	4	57,928.32	4,827.36	2,220.39	31.7198
	5	60,457.33	5,038.11	2,317.32	33.1046
	1	54,610.23	4,550.86	2,093.20	29.9029
	2	56,227.90	4,685.66	2,155.21	30.7887
21	3	57,928.32	4,827.36	2,220.39	31.7198
	4	59,684.79	4,973.73	2,287.71	32.6816
	5	62,299.23	5,191.61	2,387.92	34.1131
	1	56,227.90	4,685.66	2,155.21	30.7887
	2	57,928.32	4,827.36	2,220.39	31.7198
22	3	59,684.79	4,973.73	2,287.71	32.6816
	4	61,500.01	5,125.00	2,357.29	33.6755
	5	64,200.39	5,350.04	2,460.79	35.1542
	1	57,928.32	4,827.36	2,220.39	31.7198
	2	59,684.79	4,973.73	2,287.71	32.6816
23	3	61,500.01	5,125.00	2,357.29	33.6755
	4	63,376.07	5,281.34	2,429.20	34.7028
	5	66,166.69	5,513.89	2,536.16	36.2309
	1	59,684.79	4,973.73	2,287.71	32.6816
	2	61,500.01	5,125.00	2,357.29	33.6755
24	3	63,376.07	5,281.34	2,429.20	34.7028
	4	65,314.07	5,442.84	2,503.48	35.7640
	5	68,198.38	5,683.20	2,614.04	37.3433
	1	61,500.01	5,125.00	2,357.29	33.6755
	2	63,376.07	5,281.34	2,429.20	34.7028
25	3	65,314.07	5,442.84	2,503.48	35.7640
	4	67,317.21	5,609.77	2,580.26	36.8609
	5	70,296.81	5,858.07	2,694.47	38.4924
	1	63,376.07	5,281.34	2,429.20	34.7028
	2	65,314.07	5,442.84	2,503.48	35.7640
26	3	67,317.21	5,609.77	2,580.26	36.8609
	4	69,387.61	5,782.30	2,659.62	37.9946
	5	72,465.99	6,038.84	2,777.61	39.6802

Feb 1, 2017 .35%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	65,314.07	5,442.84	2,503.48	35.7640
	2	67,317.21	5,609.77	2,580.26	36.8609
27	3	69,387.61	5,782.30	2,659.62	37.9946
	4	71,526.09	5,960.51	2,741.59	39.1655
	5	74,706.71	6,225.56	2,863.50	40.9071
	1	67,317.21	5,609.77	2,580.26	36.8609
	2	69,387.61	5,782.30	2,659.62	37.9946
28	3	71,526.09	5,960.51	2,741.59	39.1655
	4	73,736.10	6,144.67	2,826.30	40.3757
	5	77,023.50	6,418.62	2,952.30	42.1757
	1	69,387.61	5,782.30	2,659.62	37.9946
	2	71,526.09	5,960.51	2,741.59	39.1655
29	3	73,736.10	6,144.67	2,826.30	40.3757
	4	76,020.59	6,335.05	2,913.86	41.6266
	5	79,416.63	6,618.05	3,044.03	43.4861
	1	71,526.09	5,960.51	2,741.59	39.1655
	2	73,736.10	6,144.67	2,826.30	40.3757
30	3	76,020.59	6,335.05	2,913.86	41.6266
	4	78,434.82	6,536.24	3,006.40	42.9486
	5	81,889.31	6,824.11	3,138.81	44.8401
	1	73,736.10	6,144.67	2,826.30	40.3757
	2	76,020.59	6,335.05	2,913.86	41.6266
31	3	78,434.82	6,536.24	3,006.40	42.9486
	4	80,928.32	6,744.03	3,101.97	44.3139
	5	84,497.07	7,041.43	3,238.76	46.2681
	1	76,020.59	6,335.05	2,913.86	41.6266
	2	78,434.82	6,536.24	3,006.40	42.9486
32	3	80,928.32	6,744.03	3,101.97	44.3139
	4	83,503.78	6,958.65	3,200.69	45.7242
	5	87,191.05	7,265.92	3,342.02	47.7432
	1	78,434.82	6,536.24	3,006.40	42.9486
	2	80,928.32	6,744.03	3,101.97	44.3139
33	3	83,503.78	6,958.65	3,200.69	45.7242
	4	86,163.32	7,180.28	3,302.63	47.1805
	5	89,971.79	7,497.65	3,448.61	49.2658

August 1, 2017 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
G1	1	29,354.50	2,446.20	1,125.15	16.0737
	1	31,660.48	2,638.38	1,213.54	17.3363
	2	32,505.72	2,708.81	1,245.94	17.7992
1	3	33,378.73	2,781.56	1,279.40	18.2771
	4	34,280.57	2,856.72	1,313.97	18.7710
	5	35,631.87	2,969.32	1,365.77	19.5109
	1	32,505.72	2,708.81	1,245.94	17.7992
	2	33,378.73	2,781.56	1,279.40	18.2771
2	3	34,280.57	2,856.72	1,313.97	18.7710
	4	35,212.62	2,934.38	1,349.70	19.2814
	5	36,608.94	3,050.74	1,403.22	20.0459
	1	33,378.73	2,781.56	1,279.40	18.2771
	2	34,280.57	2,856.72	1,313.97	18.7710
3	3	35,212.62	2,934.38	1,349.70	19.2814
	4	36,176.21	3,014.69	1,386.63	19.8090
	5	37,618.10	3,134.84	1,441.90	20.5985
	1	34,280.57	2,856.72	1,313.97	18.7710
	2	35,212.62	2,934.38	1,349.70	19.2814
4	3	36,176.21	3,014.69	1,386.63	19.8090
	4	37,171.62	3,097.64	1,424.78	20.3541
	5	38,661.76	3,221.82	1,481.90	21.1700
	1	35,212.62	2,934.38	1,349.70	19.2814
	2	36,176.21	3,014.69	1,386.63	19.8090
5	3	37,171.62	3,097.64	1,424.78	20.3541
	4	38,201.00	3,183.41	1,464.24	20.9177
	5	39,739.40	3,311.62	1,523.21	21.7601
	1	36,176.21	3,014.69	1,386.63	19.8090
	2	37,171.62	3,097.64	1,424.78	20.3541
6	3	38,201.00	3,183.41	1,464.24	20.9177
	4	39,263.27	3,271.94	1,504.96	21.4993
	5	40,853.43	3,404.45	1,565.91	22.3701
	1	37,171.62	3,097.64	1,424.78	20.3541
	2	38,201.00	3,183.41	1,464.24	20.9177
7	3	39,263.27	3,271.94	1,504.96	21.4993
	4	40,362.74	3,363.56	1,547.10	22.1014
	5	42,005.22	3,500.44	1,610.06	23.0008

August 1, 2017 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	38,201.00	3,183.41	1,464.24	20.9177
	2	39,263.27	3,271.94	1,504.96	21.4993
8	3	40,362.74	3,363.56	1,547.10	22.1014
	4	41,497.54	3,458.13	1,590.60	22.7228
	5	43,194.48	3,599.54	1,655.64	23.6519
	1	39,263.27	3,271.94	1,504.96	21.4993
	2	40,362.74	3,363.56	1,547.10	22.1014
9	3	41,497.54	3,458.13	1,590.60	22.7228
	4	42,670.61	3,555.89	1,635.56	23.3652
	5	44,423.90	3,701.99	1,702.76	24.3252
	1	40,362.74	3,363.56	1,547.10	22.1014
	2	41,497.54	3,458.13	1,590.60	22.7228
10	3	42,670.61	3,555.89	1,635.56	23.3652
	4	43,883.33	3,656.95	1,682.04	24.0291
	5	45,694.31	3,807.86	1,751.46	25.0208
	1	41,497.54	3,458.13	1,590.60	22.7228
	2	42,670.61	3,555.89	1,635.56	23.3652
11	3	43,883.33	3,656.95	1,682.04	24.0291
	4	45,135.68	3,761.31	1,730.05	24.7149
	5	47,006.24	3,917.18	1,801.74	25.7392
	1	42,670.61	3,555.89	1,635.56	23.3652
	2	43,883.33	3,656.95	1,682.04	24.0291
12	3	45,135.68	3,761.31	1,730.05	24.7149
	4	46,430.08	3,869.17	1,779.66	25.4237
	5	48,362.93	4,030.25	1,853.75	26.4821
	1	43,883.33	3,656.95	1,682.04	24.0291
	2	45,135.68	3,761.31	1,730.05	24.7149
13	3	46,430.08	3,869.17	1,779.66	25.4237
	4	47,767.90	3,980.65	1,830.94	26.1562
	5	49,765.18	4,147.10	1,907.49	27.2499
	1	45,135.68	3,761.31	1,730.05	24.7149
	2	46,430.08	3,869.17	1,779.66	25.4237
14	3	47,767.90	3,980.65	1,830.94	26.1562
	4	49,150.19	4,095.85	1,883.92	26.9132
	5	51,213.53	4,267.79	1,963.01	28.0429
	1	46,430.08	3,869.17	1,779.66	25.4237
	2	47,767.90	3,980.65	1,830.94	26.1562
15	3	49,150.19	4,095.85	1,883.92	26.9132
	4	50,578.05	4,214.84	1,938.65	27.6950
	5	52,710.96	4,392.58	2,020.41	28.8630

August 1, 2017 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	47,767.90	3,980.65	1,830.94	26.1562
	2	49,150.19	4,095.85	1,883.92	26.9132
16	3	50,578.05	4,214.84	1,938.65	27.6950
	4	52,054.99	4,337.92	1,995.26	28.5037
	5	54,257.44	4,521.45	2,079.68	29.7097
	1	49,150.19	4,095.85	1,883.92	26.9132
	2	50,578.05	4,214.84	1,938.65	27.6950
17	3	52,054.99	4,337.92	1,995.26	28.5037
	4	53,580.18	4,465.02	2,053.72	29.3388
	5	55,855.70	4,654.64	2,140.94	30.5849
	1	50,578.05	4,214.84	1,938.65	27.6950
	2	52,054.99	4,337.92	1,995.26	28.5037
18	3	53,580.18	4,465.02	2,053.72	29.3388
	4	55,156.33	4,596.37	2,114.14	30.2020
	5	57,522.98	4,793.58	2,204.85	31.4979
	1	52,054.99	4,337.92	1,995.26	28.5037
	2	53,580.18	4,465.02	2,053.72	29.3388
19	3	55,156.33	4,596.37	2,114.14	30.2020
	4	56,790.18	4,732.52	2,176.76	31.0966
	5	59,263.32	4,938.61	2,271.56	32.4508
	1	53,580.18	4,465.02	2,053.72	29.3388
	2	55,156.33	4,596.37	2,114.14	30.2020
20	3	56,790.18	4,732.52	2,176.76	31.0966
	4	58,507.60	4,875.64	2,242.59	32.0370
	5	61,061.90	5,088.49	2,340.50	33.4356
	1	55,156.33	4,596.37	2,114.14	30.2020
	2	56,790.18	4,732.52	2,176.76	31.0966
21	3	58,507.60	4,875.64	2,242.59	32.0370
	4	60,281.64	5,023.47	2,310.59	33.0084
	5	62,922.22	5,243.52	2,411.80	34.4543
	1	56,790.18	4,732.52	2,176.76	31.0966
	2	58,507.60	4,875.64	2,242.59	32.0370
22	3	60,281.64	5,023.47	2,310.59	33.0084
	4	62,115.01	5,176.25	2,380.86	34.0123
	5	64,842.40	5,403.54	2,485.40	35.5058
	1	58,507.60	4,875.64	2,242.59	32.0370
	2	60,281.64	5,023.47	2,310.59	33.0084
23	3	62,115.01	5,176.25	2,380.86	34.0123
	4	64,009.83	5,334.15	2,453.49	35.0498
	5	66,828.36	5,569.03	2,561.52	36.5932



August 1, 2017 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	60,281.64	5,023.47	2,310.59	33.0084
	2	62,115.01	5,176.25	2,380.86	34.0123
24	3	64,009.83	5,334.15	2,453.49	35.0498
	4	65,967.21	5,497.27	2,528.52	36.1217
	5	68,880.36	5,740.03	2,640.18	37.7168
	1	62,115.01	5,176.25	2,380.86	34.0123
	2	64,009.83	5,334.15	2,453.49	35.0498
25	3	65,967.21	5,497.27	2,528.52	36.1217
	4	67,990.38	5,665.87	2,606.06	37.2295
	5	70,999.78	5,916.65	2,721.41	38.8773
	1	64,009.83	5,334.15	2,453.49	35.0498
	2	65,967.21	5,497.27	2,528.52	36.1217
26	3	67,990.38	5,665.87	2,606.06	37.2295
	4	70,081.49	5,840.13	2,686.22	38.3745
	5	73,190.65	6,099.22	2,805.39	40.0770
	1	65,967.21	5,497.27	2,528.52	36.1217
	2	67,990.38	5,665.87	2,606.06	37.2295
27	3	70,081.49	5,840.13	2,686.22	38.3745
	4	72,241.35	6,020.12	2,769.00	39.5572
	5	75,453.77	6,287.81	2,892.13	41.3162
	1	67,990.38	5,665.87	2,606.06	37.2295
	2	70,081.49	5,840.13	2,686.22	38.3745
28	3	72,241.35	6,020.12	2,769.00	39.5572
	4	74,473.46	6,206.12	2,854.56	40.7794
	5	77,793.73	6,482.81	2,981.83	42.5975
	1	70,081.49	5,840.13	2,686.22	38.3745
	2	72,241.35	6,020.12	2,769.00	39.5572
29	3	74,473.46	6,206.12	2,854.56	40.7794
	4	76,780.80	6,398.40	2,943.00	42.0429
	5	80,210.79	6,684.23	3,074.47	43.9210
	1	72,241.35	6,020.12	2,769.00	39.5572
	2	74,473.46	6,206.12	2,854.56	40.7794
30	3	76,780.80	6,398.40	2,943.00	42.0429
	4	79,219.17	6,601.60	3,036.46	43.3780
	5	82,708.20	6,892.35	3,170.20	45.2885
	1	74,473.46	6,206.12	2,854.56	40.7794
	2	76,780.80	6,398.40	2,943.00	42.0429
31	3	79,219.17	6,601.60	3,036.46	43.3780
	4	81,737.61	6,811.47	3,132.99	44.7570
	5	85,342.05	7,111.84	3,271.15	46.7308

August 1, 2017 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	76,780.80	6,398.40	2,943.00	42.0429
	2	79,219.17	6,601.60	3,036.46	43.3780
32	3	81,737.61	6,811.47	3,132.99	44.7570
	4	84,338.81	7,028.24	3,232.70	46.1814
	5	88,062.96	7,338.58	3,375.44	48.2206

	1	79,219.17	6,601.60	3,036.46	43.3780
	2	81,737.61	6,811.47	3,132.99	44.7570
33	3	84,338.81	7,028.24	3,232.70	46.1814
	4	87,024.96	7,252.08	3,335.66	47.6523
	5	90,871.51	7,572.63	3,483.09	49.7585

October 1, 2017 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
G1	1	29,501.28	2,458.44	1,130.78	16.1541

	1	31,818.79	2,651.57	1,219.61	17.4230
	2	32,668.24	2,722.35	1,252.17	17.8882
1	3	33,545.62	2,795.47	1,285.80	18.3685
	4	34,451.97	2,871.00	1,320.54	18.8649
	5	35,810.03	2,984.17	1,372.59	19.6085

	1	32,668.24	2,722.35	1,252.17	17.8882
	2	33,545.62	2,795.47	1,285.80	18.3685
2	3	34,451.97	2,871.00	1,320.54	18.8649
	4	35,388.68	2,949.05	1,356.44	19.3778
	5	36,791.99	3,066.00	1,410.23	20.1462

	1	33,545.62	2,795.47	1,285.80	18.3685
	2	34,451.97	2,871.00	1,320.54	18.8649
3	3	35,388.68	2,949.05	1,356.44	19.3778
	4	36,357.09	3,029.76	1,393.56	19.9080
	5	37,806.19	3,150.52	1,449.11	20.7015

	1	34,451.97	2,871.00	1,320.54	18.8649
	2	35,388.68	2,949.05	1,356.44	19.3778
4	3	36,357.09	3,029.76	1,393.56	19.9080
	4	37,357.48	3,113.13	1,431.91	20.4559
	5	38,855.07	3,237.92	1,489.31	21.2758

	1	35,388.68	2,949.05	1,356.44	19.3778
	2	36,357.09	3,029.76	1,393.56	19.9080
5	3	37,357.48	3,113.13	1,431.91	20.4559
	4	38,392.00	3,199.33	1,471.56	21.0223
	5	39,938.09	3,328.18	1,530.82	21.8689

October 1, 2017 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	36,357.09	3,029.76	1,393.56	19.9080
	2	37,357.48	3,113.13	1,431.91	20.4559
6	3	38,392.00	3,199.33	1,471.56	21.0223
	4	39,459.59	3,288.30	1,512.48	21.6068
	5	41,057.70	3,421.47	1,573.74	22.4819
	1	37,357.48	3,113.13	1,431.91	20.4559
	2	38,392.00	3,199.33	1,471.56	21.0223
7	3	39,459.59	3,288.30	1,512.48	21.6068
	4	40,564.56	3,380.38	1,554.83	22.2119
	5	42,215.24	3,517.94	1,618.11	23.1158
	1	38,392.00	3,199.33	1,471.56	21.0223
	2	39,459.59	3,288.30	1,512.48	21.6068
8	3	40,564.56	3,380.38	1,554.83	22.2119
	4	41,705.03	3,475.42	1,598.55	22.8364
	5	43,410.45	3,617.54	1,663.92	23.7702
	1	39,459.59	3,288.30	1,512.48	21.6068
	2	40,564.56	3,380.38	1,554.83	22.2119
9	3	41,705.03	3,475.42	1,598.55	22.8364
	4	42,883.97	3,573.67	1,643.74	23.4820
	5	44,646.02	3,720.50	1,711.28	24.4468
	1	40,564.56	3,380.38	1,554.83	22.2119
	2	41,705.03	3,475.42	1,598.55	22.8364
10	3	42,883.97	3,573.67	1,643.74	23.4820
	4	44,102.75	3,675.23	1,690.45	24.1493
	5	45,922.79	3,826.90	1,760.22	25.1459
	1	41,705.03	3,475.42	1,598.55	22.8364
	2	42,883.97	3,573.67	1,643.74	23.4820
11	3	44,102.75	3,675.23	1,690.45	24.1493
	4	45,361.36	3,780.12	1,738.70	24.8385
	5	47,241.27	3,936.77	1,810.75	25.8679
	1	42,883.97	3,573.67	1,643.74	23.4820
	2	44,102.75	3,675.23	1,690.45	24.1493
12	3	45,361.36	3,780.12	1,738.70	24.8385
	4	46,662.23	3,888.52	1,788.56	25.5509
	5	48,604.75	4,050.40	1,863.01	26.6145
	1	44,102.75	3,675.23	1,690.45	24.1493
	2	45,361.36	3,780.12	1,738.70	24.8385
13	3	46,662.23	3,888.52	1,788.56	25.5509
	4	48,006.74	4,000.56	1,840.09	26.2870
	5	50,014.00	4,167.83	1,917.03	27.3861

October 1, 2017 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	45,361.36	3,780.12	1,738.70	24.8385
	2	46,662.23	3,888.52	1,788.56	25.5509
14	3	48,006.74	4,000.56	1,840.09	26.2870
	4	49,395.94	4,116.33	1,893.34	27.0478
	5	51,469.60	4,289.13	1,972.82	28.1832
	1	46,662.23	3,888.52	1,788.56	25.5509
	2	48,006.74	4,000.56	1,840.09	26.2870
15	3	49,395.94	4,116.33	1,893.34	27.0478
	4	50,830.94	4,235.91	1,948.34	27.8335
	5	52,974.51	4,414.54	2,030.51	29.0073
	1	48,006.74	4,000.56	1,840.09	26.2870
	2	49,395.94	4,116.33	1,893.34	27.0478
16	3	50,830.94	4,235.91	1,948.34	27.8335
	4	52,315.27	4,359.61	2,005.24	28.6463
	5	54,528.73	4,544.06	2,090.08	29.8583
	1	49,395.94	4,116.33	1,893.34	27.0478
	2	50,830.94	4,235.91	1,948.34	27.8335
17	3	52,315.27	4,359.61	2,005.24	28.6463
	4	53,848.08	4,487.34	2,063.99	29.4855
	5	56,134.98	4,677.91	2,151.65	30.7379
	1	50,830.94	4,235.91	1,948.34	27.8335
	2	52,315.27	4,359.61	2,005.24	28.6463
18	3	53,848.08	4,487.34	2,063.99	29.4855
	4	55,432.11	4,619.35	2,124.71	30.3530
	5	57,810.60	4,817.55	2,215.87	31.6554
	1	52,315.27	4,359.61	2,005.24	28.6463
	2	53,848.08	4,487.34	2,063.99	29.4855
19	3	55,432.11	4,619.35	2,124.71	30.3530
	4	57,074.13	4,756.18	2,187.65	31.2521
	5	59,559.64	4,963.31	2,282.91	32.6130
	1	53,848.08	4,487.34	2,063.99	29.4855
	2	55,432.11	4,619.35	2,124.71	30.3530
20	3	57,074.13	4,756.18	2,187.65	31.2521
	4	58,800.14	4,900.01	2,253.80	32.1972
	5	61,367.21	5,113.93	2,352.20	33.6028
	1	55,432.11	4,619.35	2,124.71	30.3530
	2	57,074.13	4,756.18	2,187.65	31.2521
21	3	58,800.14	4,900.01	2,253.80	32.1972
	4	60,583.05	5,048.58	2,322.14	33.1735
	5	63,236.83	5,269.74	2,423.86	34.6265

October 1, 2017 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	57,074.13	4,756.18	2,187.65	31.2521
	2	58,800.14	4,900.01	2,253.80	32.1972
22	3	60,583.05	5,048.58	2,322.14	33.1735
	4	62,425.58	5,202.13	2,392.77	34.1823
	5	65,166.61	5,430.56	2,497.83	35.6833
	1	58,800.14	4,900.01	2,253.80	32.1972
	2	60,583.05	5,048.58	2,322.14	33.1735
23	3	62,425.58	5,202.13	2,392.77	34.1823
	4	64,329.88	5,360.82	2,465.76	35.2251
	5	67,162.50	5,596.87	2,574.33	36.7762
	1	60,583.05	5,048.58	2,322.14	33.1735
	2	62,425.58	5,202.13	2,392.77	34.1823
24	3	64,329.88	5,360.82	2,465.76	35.2251
	4	66,297.05	5,524.75	2,541.16	36.3023
	5	69,224.77	5,768.73	2,653.38	37.9054
	1	62,425.58	5,202.13	2,392.77	34.1823
	2	64,329.88	5,360.82	2,465.76	35.2251
25	3	66,297.05	5,524.75	2,541.16	36.3023
	4	68,330.34	5,694.20	2,619.09	37.4157
	5	71,354.78	5,946.23	2,735.02	39.0717
	1	64,329.88	5,360.82	2,465.76	35.2251
	2	66,297.05	5,524.75	2,541.16	36.3023
26	3	68,330.34	5,694.20	2,619.09	37.4157
	4	70,431.89	5,869.33	2,699.65	38.5664
	5	73,556.60	6,129.72	2,819.42	40.2774
	1	66,297.05	5,524.75	2,541.16	36.3023
	2	68,330.34	5,694.20	2,619.09	37.4157
27	3	70,431.89	5,869.33	2,699.65	38.5664
	4	72,602.56	6,050.22	2,782.85	39.7550
	5	75,831.04	6,319.25	2,906.60	41.5227
	1	68,330.34	5,694.20	2,619.09	37.4157
	2	70,431.89	5,869.33	2,699.65	38.5664
28	3	72,602.56	6,050.22	2,782.85	39.7550
	4	74,845.83	6,237.15	2,868.83	40.9833
	5	78,182.70	6,515.22	2,996.73	42.8105
	1	70,431.89	5,869.33	2,699.65	38.5664
	2	72,602.56	6,050.22	2,782.85	39.7550
29	3	74,845.83	6,237.15	2,868.83	40.9833
	4	77,164.70	6,430.39	2,957.71	42.2531
	5	80,611.85	6,717.65	3,089.84	44.1406

October 1, 2017 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

	1	72,602.56	6,050.22	2,782.85	39.7550
	2	74,845.83	6,237.15	2,868.83	40.9833
30	3	77,164.70	6,430.39	2,957.71	42.2531
	4	79,615.26	6,634.61	3,051.64	43.5949
	5	83,121.74	6,926.81	3,186.05	45.5150

	1	74,845.83	6,237.15	2,868.83	40.9833
	2	77,164.70	6,430.39	2,957.71	42.2531
31	3	79,615.26	6,634.61	3,051.64	43.5949
	4	82,146.29	6,845.52	3,148.66	44.9808
	5	85,768.76	7,147.40	3,287.51	46.9644

	1	77,164.70	6,430.39	2,957.71	42.2531
	2	79,615.26	6,634.61	3,051.64	43.5949
32	3	82,146.29	6,845.52	3,148.66	44.9808
	4	84,760.51	7,063.38	3,248.86	46.4123
	5	88,503.28	7,375.27	3,392.32	48.4617

	1	79,615.26	6,634.61	3,051.64	43.5949
	2	82,146.29	6,845.52	3,148.66	44.9808
33	3	84,760.51	7,063.38	3,248.86	46.4123
	4	87,460.08	7,288.35	3,352.34	47.8905
	5	91,325.86	7,610.49	3,500.51	50.0073

February 1, 2018 .4%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

G1	1	29,619.28	2,468.27	1,135.30	16.2187
----	---	-----------	----------	----------	---------

	1	31,946.06	2,662.18	1,224.49	17.4927
	2	32,798.92	2,733.24	1,257.18	17.9597
1	3	33,679.80	2,806.65	1,290.94	18.4420
	4	34,589.78	2,882.49	1,325.82	18.9403
	5	35,953.27	2,996.10	1,378.08	19.6869

	1	32,798.92	2,733.24	1,257.18	17.9597
	2	33,679.80	2,806.65	1,290.94	18.4420
2	3	34,589.78	2,882.49	1,325.82	18.9403
	4	35,530.24	2,960.85	1,361.87	19.4553
	5	36,939.16	3,078.26	1,415.87	20.2268

	1	33,679.80	2,806.65	1,290.94	18.4420
	2	34,589.78	2,882.49	1,325.82	18.9403
3	3	35,530.24	2,960.85	1,361.87	19.4553
	4	36,502.52	3,041.88	1,399.14	19.9877
	5	37,957.41	3,163.12	1,454.90	20.7843

February 1, 2018 .4%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	34,589.78	2,882.49	1,325.82	18.9403
	2	35,530.24	2,960.85	1,361.87	19.4553
4	3	36,502.52	3,041.88	1,399.14	19.9877
	4	37,506.91	3,125.58	1,437.64	20.5377
	5	39,010.49	3,250.88	1,495.27	21.3609
	1	35,530.24	2,960.85	1,361.87	19.4553
	2	36,502.52	3,041.88	1,399.14	19.9877
5	3	37,506.91	3,125.58	1,437.64	20.5377
	4	38,545.57	3,212.13	1,477.45	21.1064
	5	40,097.85	3,341.49	1,536.95	21.9563
	1	36,502.52	3,041.88	1,399.14	19.9877
	2	37,506.91	3,125.58	1,437.64	20.5377
6	3	38,545.57	3,212.13	1,477.45	21.1064
	4	39,617.42	3,301.45	1,518.53	21.6933
	5	41,221.93	3,435.16	1,580.03	22.5719
	1	37,506.91	3,125.58	1,437.64	20.5377
	2	38,545.57	3,212.13	1,477.45	21.1064
7	3	39,617.42	3,301.45	1,518.53	21.6933
	4	40,726.82	3,393.90	1,561.05	22.3008
	5	42,384.10	3,532.01	1,624.58	23.2083
	1	38,545.57	3,212.13	1,477.45	21.1064
	2	39,617.42	3,301.45	1,518.53	21.6933
8	3	40,726.82	3,393.90	1,561.05	22.3008
	4	41,871.85	3,489.32	1,604.94	22.9278
	5	43,584.09	3,632.01	1,670.57	23.8653
	1	39,617.42	3,301.45	1,518.53	21.6933
	2	40,726.82	3,393.90	1,561.05	22.3008
9	3	41,871.85	3,489.32	1,604.94	22.9278
	4	43,055.50	3,587.96	1,650.31	23.5759
	5	44,824.61	3,735.39	1,718.12	24.5446
	1	40,726.82	3,393.90	1,561.05	22.3008
	2	41,871.85	3,489.32	1,604.94	22.9278
10	3	43,055.50	3,587.96	1,650.31	23.5759
	4	44,279.16	3,689.93	1,697.22	24.2459
	5	46,106.48	3,842.20	1,767.26	25.2465
	1	41,871.85	3,489.32	1,604.94	22.9278
	2	43,055.50	3,587.96	1,650.31	23.5759
11	3	44,279.16	3,689.93	1,697.22	24.2459
	4	45,542.80	3,795.24	1,745.65	24.9378
	5	47,430.23	3,952.52	1,818.00	25.9714

February 1, 2018 .4%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	43,055.50	3,587.96	1,650.31	23.5759
	2	44,279.16	3,689.93	1,697.22	24.2459
12	3	45,542.80	3,795.24	1,745.65	24.9378
	4	46,848.88	3,904.07	1,795.71	25.6531
	5	48,799.16	4,066.60	1,870.47	26.7209
	1	44,279.16	3,689.93	1,697.22	24.2459
	2	45,542.80	3,795.24	1,745.65	24.9378
13	3	46,848.88	3,904.07	1,795.71	25.6531
	4	48,198.76	4,016.56	1,847.45	26.3922
	5	50,214.06	4,184.50	1,924.70	27.4957
	1	45,542.80	3,795.24	1,745.65	24.9378
	2	46,848.88	3,904.07	1,795.71	25.6531
14	3	48,198.76	4,016.56	1,847.45	26.3922
	4	49,593.52	4,132.79	1,900.91	27.1560
	5	51,675.48	4,306.29	1,980.72	28.2959
	1	46,848.88	3,904.07	1,795.71	25.6531
	2	48,198.76	4,016.56	1,847.45	26.3922
15	3	49,593.52	4,132.79	1,900.91	27.1560
	4	51,034.27	4,252.86	1,956.14	27.9448
	5	53,186.41	4,432.20	2,038.63	29.1233
	1	48,198.76	4,016.56	1,847.45	26.3922
	2	49,593.52	4,132.79	1,900.91	27.1560
16	3	51,034.27	4,252.86	1,956.14	27.9448
	4	52,524.53	4,377.05	2,013.26	28.7608
	5	54,746.85	4,562.24	2,098.44	29.9777
	1	49,593.52	4,132.79	1,900.91	27.1560
	2	51,034.27	4,252.86	1,956.14	27.9448
17	3	52,524.53	4,377.05	2,013.26	28.7608
	4	54,063.48	4,505.29	2,072.25	29.6035
	5	56,359.52	4,696.62	2,160.25	30.8608
	1	51,034.27	4,252.86	1,956.14	27.9448
	2	52,524.53	4,377.05	2,013.26	28.7608
18	3	54,063.48	4,505.29	2,072.25	29.6035
	4	55,653.84	4,637.82	2,133.21	30.4744
	5	58,041.84	4,836.82	2,224.74	31.7820
	1	52,524.53	4,377.05	2,013.26	28.7608
	2	54,063.48	4,505.29	2,072.25	29.6035
19	3	55,653.84	4,637.82	2,133.21	30.4744
	4	57,302.42	4,775.21	2,196.40	31.3771
	5	59,797.88	4,983.16	2,292.05	32.7435



February 1, 2018 .4%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	54,063.48	4,505.29	2,072.25	29.6035
	2	55,653.84	4,637.82	2,133.21	30.4744
20	3	57,302.42	4,775.21	2,196.40	31.3771
	4	59,035.34	4,919.61	2,262.82	32.3260
	5	61,612.68	5,134.39	2,361.61	33.7372
	1	55,653.84	4,637.82	2,133.21	30.4744
	2	57,302.42	4,775.21	2,196.40	31.3771
21	3	59,035.34	4,919.61	2,262.82	32.3260
	4	60,825.38	5,068.78	2,331.43	33.3061
	5	63,489.78	5,290.82	2,433.56	34.7650
	1	57,302.42	4,775.21	2,196.40	31.3771
	2	59,035.34	4,919.61	2,262.82	32.3260
22	3	60,825.38	5,068.78	2,331.43	33.3061
	4	62,675.29	5,222.94	2,402.34	34.3191
	5	65,427.27	5,452.28	2,507.82	35.8260
	1	59,035.34	4,919.61	2,262.82	32.3260
	2	60,825.38	5,068.78	2,331.43	33.3061
23	3	62,675.29	5,222.94	2,402.34	34.3191
	4	64,587.20	5,382.27	2,475.62	35.3660
	5	67,431.15	5,619.26	2,584.63	36.9233
	1	60,825.38	5,068.78	2,331.43	33.3061
	2	62,675.29	5,222.94	2,402.34	34.3191
24	3	64,587.20	5,382.27	2,475.62	35.3660
	4	66,562.23	5,546.85	2,551.32	36.4475
	5	69,501.67	5,791.80	2,663.99	38.0570
	1	62,675.29	5,222.94	2,402.34	34.3191
	2	64,587.20	5,382.27	2,475.62	35.3660
25	3	66,562.23	5,546.85	2,551.32	36.4475
	4	68,603.66	5,716.98	2,629.57	37.5653
	5	71,640.20	5,970.02	2,745.96	39.2280
	1	64,587.20	5,382.27	2,475.62	35.3660
	2	66,562.23	5,546.85	2,551.32	36.4475
26	3	68,603.66	5,716.98	2,629.57	37.5653
	4	70,713.62	5,892.80	2,710.45	38.7207
	5	73,850.83	6,154.24	2,830.69	40.4385
	1	66,562.23	5,546.85	2,551.32	36.4475
	2	68,603.66	5,716.98	2,629.57	37.5653
27	3	70,713.62	5,892.80	2,710.45	38.7207
	4	72,892.97	6,074.42	2,793.98	39.9140
	5	76,134.37	6,344.53	2,918.22	41.6888

February 1, 2018 .4%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

	1	68,603.66	5,716.98	2,629.57	37.5653
	2	70,713.62	5,892.80	2,710.45	38.7207
28	3	72,892.97	6,074.42	2,793.98	39.9140
	4	75,145.21	6,262.10	2,880.31	41.1472
	5	78,495.43	6,541.28	3,008.72	42.9817

	1	70,713.62	5,892.80	2,710.45	38.7207
	2	72,892.97	6,074.42	2,793.98	39.9140
29	3	75,145.21	6,262.10	2,880.31	41.1472
	4	77,473.36	6,456.11	2,969.55	42.4221
	5	80,934.29	6,744.52	3,102.20	44.3172

	1	72,892.97	6,074.42	2,793.98	39.9140
	2	75,145.21	6,262.10	2,880.31	41.1472
30	3	77,473.36	6,456.11	2,969.55	42.4221
	4	79,933.72	6,661.15	3,063.85	43.7693
	5	83,454.23	6,954.52	3,198.79	45.6970

	1	75,145.21	6,262.10	2,880.31	41.1472
	2	77,473.36	6,456.11	2,969.55	42.4221
31	3	79,933.72	6,661.15	3,063.85	43.7693
	4	82,474.88	6,872.91	3,161.25	45.1607
	5	86,111.83	7,175.99	3,300.66	47.1523

	1	77,473.36	6,456.11	2,969.55	42.4221
	2	79,933.72	6,661.15	3,063.85	43.7693
32	3	82,474.88	6,872.91	3,161.25	45.1607
	4	85,099.55	7,091.63	3,261.86	46.5980
	5	88,857.29	7,404.78	3,405.89	48.6556

	1	79,933.72	6,661.15	3,063.85	43.7693
	2	82,474.88	6,872.91	3,161.25	45.1607
33	3	85,099.55	7,091.63	3,261.86	46.5980
	4	87,809.92	7,317.50	3,365.74	48.0821
	5	91,691.17	7,640.94	3,514.51	50.2073

August 1, 2018 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

G1	1	29,915.47	2,492.95	1,146.66	16.3809
	1	32,265.52	2,688.80	1,236.73	17.6676
	2	33,126.91	2,760.57	1,269.75	18.1393
1	3	34,016.60	2,834.72	1,303.85	18.6264
	4	34,935.68	2,911.31	1,339.08	19.1297
	5	36,312.80	3,026.06	1,391.87	19.8838

August 1, 2018 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	33,126.91	2,760.57	1,269.75	18.1393
	2	34,016.60	2,834.72	1,303.85	18.6264
2	3	34,935.68	2,911.31	1,339.08	19.1297
	4	35,885.54	2,990.46	1,375.49	19.6499
	5	37,308.55	3,109.04	1,430.03	20.4290
	1	34,016.60	2,834.72	1,303.85	18.6264
	2	34,935.68	2,911.31	1,339.08	19.1297
3	3	35,885.54	2,990.46	1,375.49	19.6499
	4	36,867.55	3,072.30	1,413.13	20.1875
	5	38,336.99	3,194.75	1,469.45	20.9921
	1	34,935.68	2,911.31	1,339.08	19.1297
	2	35,885.54	2,990.46	1,375.49	19.6499
4	3	36,867.55	3,072.30	1,413.13	20.1875
	4	37,881.98	3,156.84	1,452.01	20.7431
	5	39,400.59	3,283.39	1,510.22	21.5745
	1	35,885.54	2,990.46	1,375.49	19.6499
	2	36,867.55	3,072.30	1,413.13	20.1875
5	3	37,881.98	3,156.84	1,452.01	20.7431
	4	38,931.03	3,244.25	1,492.22	21.3175
	5	40,498.82	3,374.91	1,552.32	22.1759
	1	36,867.55	3,072.30	1,413.13	20.1875
	2	37,881.98	3,156.84	1,452.01	20.7431
6	3	38,931.03	3,244.25	1,492.22	21.3175
	4	40,013.60	3,334.46	1,533.72	21.9102
	5	41,634.15	3,469.51	1,595.83	22.7976
	1	37,881.98	3,156.84	1,452.01	20.7431
	2	38,931.03	3,244.25	1,492.22	21.3175
7	3	40,013.60	3,334.46	1,533.72	21.9102
	4	41,134.08	3,427.84	1,576.66	22.5238
	5	42,807.95	3,567.33	1,640.82	23.4403
	1	38,931.03	3,244.25	1,492.22	21.3175
	2	40,013.60	3,334.46	1,533.72	21.9102
8	3	41,134.08	3,427.84	1,576.66	22.5238
	4	42,290.57	3,524.21	1,620.99	23.1570
	5	44,019.93	3,668.33	1,687.28	24.1039
	1	40,013.60	3,334.46	1,533.72	21.9102
	2	41,134.08	3,427.84	1,576.66	22.5238
9	3	42,290.57	3,524.21	1,620.99	23.1570
	4	43,486.06	3,623.84	1,666.82	23.8117
	5	45,272.85	3,772.74	1,735.30	24.7901

August 1, 2018 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	41,134.08	3,427.84	1,576.66	22.5238
	2	42,290.57	3,524.21	1,620.99	23.1570
10	3	43,486.06	3,623.84	1,666.82	23.8117
	4	44,721.95	3,726.83	1,714.19	24.4883
	5	46,567.54	3,880.63	1,784.93	25.4990
	1	42,290.57	3,524.21	1,620.99	23.1570
	2	43,486.06	3,623.84	1,666.82	23.8117
11	3	44,721.95	3,726.83	1,714.19	24.4883
	4	45,998.23	3,833.19	1,763.11	25.1872
	5	47,904.54	3,992.04	1,836.18	26.2311
	1	43,486.06	3,623.84	1,666.82	23.8117
	2	44,721.95	3,726.83	1,714.19	24.4883
12	3	45,998.23	3,833.19	1,763.11	25.1872
	4	47,317.36	3,943.11	1,813.67	25.9096
	5	49,287.16	4,107.27	1,889.17	26.9881
	1	44,721.95	3,726.83	1,714.19	24.4883
	2	45,998.23	3,833.19	1,763.11	25.1872
13	3	47,317.36	3,943.11	1,813.67	25.9096
	4	48,680.75	4,056.73	1,865.93	26.6561
	5	50,716.20	4,226.35	1,943.95	27.7706
	1	45,998.23	3,833.19	1,763.11	25.1872
	2	47,317.36	3,943.11	1,813.67	25.9096
14	3	48,680.75	4,056.73	1,865.93	26.6561
	4	50,089.46	4,174.12	1,919.92	27.4275
	5	52,192.23	4,349.35	2,000.52	28.5788
	1	47,317.36	3,943.11	1,813.67	25.9096
	2	48,680.75	4,056.73	1,865.93	26.6561
15	3	50,089.46	4,174.12	1,919.92	27.4275
	4	51,544.61	4,295.38	1,975.70	28.2242
	5	53,718.27	4,476.52	2,059.02	29.4145
	1	48,680.75	4,056.73	1,865.93	26.6561
	2	50,089.46	4,174.12	1,919.92	27.4275
16	3	51,544.61	4,295.38	1,975.70	28.2242
	4	53,049.77	4,420.82	2,033.39	29.0485
	5	55,294.32	4,607.86	2,119.43	30.2775
	1	50,089.46	4,174.12	1,919.92	27.4275
	2	51,544.61	4,295.38	1,975.70	28.2242
17	3	53,049.77	4,420.82	2,033.39	29.0485
	4	54,604.11	4,550.35	2,092.97	29.8995
	5	56,923.11	4,743.59	2,181.86	31.1694

August 1, 2018 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	51,544.61	4,295.38	1,975.70	28.2242
	2	53,049.77	4,420.82	2,033.39	29.0485
18	3	54,604.11	4,550.35	2,092.97	29.8995
	4	56,210.38	4,684.20	2,154.54	30.7791
	5	58,622.26	4,885.19	2,246.98	32.0998
	1	53,049.77	4,420.82	2,033.39	29.0485
	2	54,604.11	4,550.35	2,092.97	29.8995
19	3	56,210.38	4,684.20	2,154.54	30.7791
	4	57,875.45	4,822.96	2,218.36	31.6909
	5	60,395.86	5,032.99	2,314.97	33.0709
	1	54,604.11	4,550.35	2,092.97	29.8995
	2	56,210.38	4,684.20	2,154.54	30.7791
20	3	57,875.45	4,822.96	2,218.36	31.6909
	4	59,625.70	4,968.81	2,285.45	32.6492
	5	62,228.81	5,185.73	2,385.22	34.0746
	1	56,210.38	4,684.20	2,154.54	30.7791
	2	57,875.45	4,822.96	2,218.36	31.6909
21	3	59,625.70	4,968.81	2,285.45	32.6492
	4	61,433.64	5,119.47	2,354.74	33.6392
	5	64,124.68	5,343.73	2,457.89	35.1127
	1	57,875.45	4,822.96	2,218.36	31.6909
	2	59,625.70	4,968.81	2,285.45	32.6492
22	3	61,433.64	5,119.47	2,354.74	33.6392
	4	63,302.04	5,275.17	2,426.36	34.6623
	5	66,081.55	5,506.80	2,532.90	36.1843
	1	59,625.70	4,968.81	2,285.45	32.6492
	2	61,433.64	5,119.47	2,354.74	33.6392
23	3	63,302.04	5,275.17	2,426.36	34.6623
	4	65,233.07	5,436.09	2,500.38	35.7196
	5	68,105.46	5,675.45	2,610.47	37.2925
	1	61,433.64	5,119.47	2,354.74	33.6392
	2	63,302.04	5,275.17	2,426.36	34.6623
24	3	65,233.07	5,436.09	2,500.38	35.7196
	4	67,227.86	5,602.32	2,576.84	36.8120
	5	70,196.68	5,849.72	2,690.63	38.4375
	1	63,302.04	5,275.17	2,426.36	34.6623
	2	65,233.07	5,436.09	2,500.38	35.7196
25	3	67,227.86	5,602.32	2,576.84	36.8120
	4	69,289.69	5,774.15	2,655.87	37.9410
	5	72,356.60	6,029.72	2,773.42	39.6203

August 1, 2018 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	65,233.07	5,436.09	2,500.38	35.7196
	2	67,227.86	5,602.32	2,576.84	36.8120
26	3	69,289.69	5,774.15	2,655.87	37.9410
	4	71,420.76	5,951.73	2,737.55	39.1079
	5	74,589.34	6,215.78	2,859.00	40.8429
	1	67,227.86	5,602.32	2,576.84	36.8120
	2	69,289.69	5,774.15	2,655.87	37.9410
27	3	71,420.76	5,951.73	2,737.55	39.1079
	4	73,621.90	6,135.16	2,821.92	40.3131
	5	76,895.71	6,407.97	2,947.40	42.1057
	1	69,289.69	5,774.15	2,655.87	37.9410
	2	71,420.76	5,951.73	2,737.55	39.1079
28	3	73,621.90	6,135.16	2,821.92	40.3131
	4	75,896.66	6,324.72	2,909.11	41.5587
	5	79,280.39	6,606.70	3,038.81	43.4115
	1	71,420.76	5,951.73	2,737.55	39.1079
	2	73,621.90	6,135.16	2,821.92	40.3131
29	3	75,896.66	6,324.72	2,909.11	41.5587
	4	78,248.09	6,520.67	2,999.24	42.8463
	5	81,743.64	6,811.97	3,133.22	44.7603
	1	73,621.90	6,135.16	2,821.92	40.3131
	2	75,896.66	6,324.72	2,909.11	41.5587
30	3	78,248.09	6,520.67	2,999.24	42.8463
	4	80,733.06	6,727.76	3,094.49	44.2070
	5	84,288.77	7,024.07	3,230.78	46.1540
	1	75,896.66	6,324.72	2,909.11	41.5587
	2	78,248.09	6,520.67	2,999.24	42.8463
31	3	80,733.06	6,727.76	3,094.49	44.2070
	4	83,299.63	6,941.63	3,192.87	45.6124
	5	86,972.95	7,247.75	3,333.66	47.6238
	1	78,248.09	6,520.67	2,999.24	42.8463
	2	80,733.06	6,727.76	3,094.49	44.2070
32	3	83,299.63	6,941.63	3,192.87	45.6124
	4	85,950.55	7,162.55	3,294.48	47.0639
	5	89,745.86	7,478.82	3,439.95	49.1421
	1	80,733.06	6,727.76	3,094.49	44.2070
	2	83,299.63	6,941.63	3,192.87	45.6124
33	3	85,950.55	7,162.55	3,294.48	47.0639
	4	88,688.02	7,390.67	3,399.40	48.5629
	5	92,608.08	7,717.35	3,549.66	50.7094

October 1, 2018 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
G1	1	30,065.05	2,505.42	1,152.39	16.4628
	1	32,426.85	2,702.24	1,242.92	17.7560
	2	33,292.54	2,774.37	1,276.10	18.2300
1	3	34,186.68	2,848.89	1,310.37	18.7196
	4	35,110.36	2,925.87	1,345.78	19.2254
	5	36,494.36	3,041.20	1,398.82	19.9832
	1	33,292.54	2,774.37	1,276.10	18.2300
	2	34,186.68	2,848.89	1,310.37	18.7196
2	3	35,110.36	2,925.87	1,345.78	19.2254
	4	36,064.97	3,005.41	1,382.37	19.7481
	5	37,495.09	3,124.59	1,437.18	20.5312
	1	34,186.68	2,848.89	1,310.37	18.7196
	2	35,110.36	2,925.87	1,345.78	19.2254
3	3	36,064.97	3,005.41	1,382.37	19.7481
	4	37,051.88	3,087.66	1,420.19	20.2885
	5	38,528.67	3,210.72	1,476.80	21.0971
	1	35,110.36	2,925.87	1,345.78	19.2254
	2	36,064.97	3,005.41	1,382.37	19.7481
4	3	37,051.88	3,087.66	1,420.19	20.2885
	4	38,071.39	3,172.62	1,459.27	20.8468
	5	39,597.59	3,299.80	1,517.77	21.6824
	1	36,064.97	3,005.41	1,382.37	19.7481
	2	37,051.88	3,087.66	1,420.19	20.2885
5	3	38,071.39	3,172.62	1,459.27	20.8468
	4	39,125.68	3,260.47	1,499.68	21.4241
	5	40,701.32	3,391.78	1,560.08	22.2868
	1	37,051.88	3,087.66	1,420.19	20.2885
	2	38,071.39	3,172.62	1,459.27	20.8468
6	3	39,125.68	3,260.47	1,499.68	21.4241
	4	40,213.67	3,351.14	1,541.39	22.0197
	5	41,842.32	3,486.86	1,603.81	22.9116
	1	38,071.39	3,172.62	1,459.27	20.8468
	2	39,125.68	3,260.47	1,499.68	21.4241
7	3	40,213.67	3,351.14	1,541.39	22.0197
	4	41,339.75	3,444.98	1,584.55	22.6364
	5	43,021.99	3,585.17	1,649.03	23.5575

October 1, 2018 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	39,125.68	3,260.47	1,499.68	21.4241
	2	40,213.67	3,351.14	1,541.39	22.0197
8	3	41,339.75	3,444.98	1,584.55	22.6364
	4	42,502.02	3,541.83	1,629.10	23.2728
	5	44,240.03	3,686.67	1,695.72	24.2245
	1	40,213.67	3,351.14	1,541.39	22.0197
	2	41,339.75	3,444.98	1,584.55	22.6364
9	3	42,502.02	3,541.83	1,629.10	23.2728
	4	43,703.49	3,641.96	1,675.15	23.9307
	5	45,499.22	3,791.60	1,743.98	24.9140
	1	41,339.75	3,444.98	1,584.55	22.6364
	2	42,502.02	3,541.83	1,629.10	23.2728
10	3	43,703.49	3,641.96	1,675.15	23.9307
	4	44,945.56	3,745.47	1,722.76	24.6108
	5	46,800.38	3,900.03	1,793.85	25.6265
	1	42,502.02	3,541.83	1,629.10	23.2728
	2	43,703.49	3,641.96	1,675.15	23.9307
11	3	44,945.56	3,745.47	1,722.76	24.6108
	4	46,228.22	3,852.36	1,771.92	25.3132
	5	48,144.06	4,012.00	1,845.36	26.3623
	1	43,703.49	3,641.96	1,675.15	23.9307
	2	44,945.56	3,745.47	1,722.76	24.6108
12	3	46,228.22	3,852.36	1,771.92	25.3132
	4	47,553.95	3,962.83	1,822.74	26.0391
	5	49,533.59	4,127.80	1,898.62	27.1231
	1	44,945.56	3,745.47	1,722.76	24.6108
	2	46,228.22	3,852.36	1,771.92	25.3132
13	3	47,553.95	3,962.83	1,822.74	26.0391
	4	48,924.16	4,077.01	1,875.26	26.7894
	5	50,969.78	4,247.48	1,953.67	27.9095
	1	46,228.22	3,852.36	1,771.92	25.3132
	2	47,553.95	3,962.83	1,822.74	26.0391
14	3	48,924.16	4,077.01	1,875.26	26.7894
	4	50,339.91	4,194.99	1,929.52	27.5647
	5	52,453.19	4,371.10	2,010.53	28.7217
	1	47,553.95	3,962.83	1,822.74	26.0391
	2	48,924.16	4,077.01	1,875.26	26.7894
15	3	50,339.91	4,194.99	1,929.52	27.5647
	4	51,802.33	4,316.86	1,985.58	28.3654
	5	53,986.86	4,498.90	2,069.31	29.5616



October 1, 2018 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	48,924.16	4,077.01	1,875.26	26.7894
	2	50,339.91	4,194.99	1,929.52	27.5647
16	3	51,802.33	4,316.86	1,985.58	28.3654
	4	53,315.02	4,442.92	2,043.56	29.1937
	5	55,570.79	4,630.90	2,130.02	30.4289
	1	50,339.91	4,194.99	1,929.52	27.5647
	2	51,802.33	4,316.86	1,985.58	28.3654
17	3	53,315.02	4,442.92	2,043.56	29.1937
	4	54,877.13	4,573.10	2,103.43	30.0490
	5	57,207.73	4,767.31	2,192.77	31.3253
	1	51,802.33	4,316.86	1,985.58	28.3654
	2	53,315.02	4,442.92	2,043.56	29.1937
18	3	54,877.13	4,573.10	2,103.43	30.0490
	4	56,491.43	4,707.62	2,165.31	30.9330
	5	58,915.37	4,909.62	2,258.22	32.2603
	1	53,315.02	4,442.92	2,043.56	29.1937
	2	54,877.13	4,573.10	2,103.43	30.0490
19	3	56,491.43	4,707.62	2,165.31	30.9330
	4	58,164.83	4,847.07	2,229.45	31.8493
	5	60,697.84	5,058.16	2,326.54	33.2363
	1	54,877.13	4,573.10	2,103.43	30.0490
	2	56,491.43	4,707.62	2,165.31	30.9330
20	3	58,164.83	4,847.07	2,229.45	31.8493
	4	59,923.83	4,993.65	2,296.87	32.8125
	5	62,539.95	5,211.66	2,397.15	34.2450
	1	56,491.43	4,707.62	2,165.31	30.9330
	2	58,164.83	4,847.07	2,229.45	31.8493
21	3	59,923.83	4,993.65	2,296.87	32.8125
	4	61,740.81	5,145.06	2,366.52	33.8074
	5	64,445.30	5,370.45	2,470.18	35.2883
	1	58,164.83	4,847.07	2,229.45	31.8493
	2	59,923.83	4,993.65	2,296.87	32.8125
22	3	61,740.81	5,145.06	2,366.52	33.8074
	4	63,618.55	5,301.54	2,438.49	34.8356
	5	66,411.96	5,534.33	2,545.56	36.3652
	1	59,923.83	4,993.65	2,296.87	32.8125
	2	61,740.81	5,145.06	2,366.52	33.8074
23	3	63,618.55	5,301.54	2,438.49	34.8356
	4	65,559.24	5,463.27	2,512.88	35.8982
	5	68,445.99	5,703.83	2,623.53	37.4790

October 1, 2018 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	61,740.81	5,145.06	2,366.52	33.8074
	2	63,618.55	5,301.54	2,438.49	34.8356
24	3	65,559.24	5,463.27	2,512.88	35.8982
	4	67,564.00	5,630.33	2,589.72	36.9960
	5	70,547.67	5,878.97	2,704.08	38.6297
	1	63,618.55	5,301.54	2,438.49	34.8356
	2	65,559.24	5,463.27	2,512.88	35.8982
25	3	67,564.00	5,630.33	2,589.72	36.9960
	4	69,636.14	5,803.02	2,669.15	38.1307
	5	72,718.38	6,059.87	2,787.29	39.8184
	1	65,559.24	5,463.27	2,512.88	35.8982
	2	67,564.00	5,630.33	2,589.72	36.9960
26	3	69,636.14	5,803.02	2,669.15	38.1307
	4	71,777.86	5,981.49	2,751.24	39.3034
	5	74,962.28	6,246.86	2,873.30	41.0471
	1	67,564.00	5,630.33	2,589.72	36.9960
	2	69,636.14	5,803.02	2,669.15	38.1307
27	3	71,777.86	5,981.49	2,751.24	39.3034
	4	73,990.01	6,165.84	2,836.03	40.5147
	5	77,280.19	6,440.01	2,962.14	42.3163
	1	69,636.14	5,803.02	2,669.15	38.1307
	2	71,777.86	5,981.49	2,751.24	39.3034
28	3	73,990.01	6,165.84	2,836.03	40.5147
	4	76,276.15	6,356.34	2,923.66	41.7665
	5	79,676.79	6,639.73	3,054.00	43.6286
	1	71,777.86	5,981.49	2,751.24	39.3034
	2	73,990.01	6,165.84	2,836.03	40.5147
29	3	76,276.15	6,356.34	2,923.66	41.7665
	4	78,639.33	6,553.28	3,014.24	43.0605
	5	82,152.36	6,846.03	3,148.89	44.9841
	1	73,990.01	6,165.84	2,836.03	40.5147
	2	76,276.15	6,356.34	2,923.66	41.7665
30	3	78,639.33	6,553.28	3,014.24	43.0605
	4	81,136.73	6,761.40	3,109.96	44.4280
	5	84,710.22	7,059.19	3,246.93	46.3848
	1	76,276.15	6,356.34	2,923.66	41.7665
	2	78,639.33	6,553.28	3,014.24	43.0605
31	3	81,136.73	6,761.40	3,109.96	44.4280
	4	83,716.13	6,976.34	3,208.83	45.8404
	5	87,407.81	7,283.99	3,350.33	47.8619

October 1, 2018 0.5%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

	1	78,639.33	6,553.28	3,014.24	43.0605
	2	81,136.73	6,761.40	3,109.96	44.4280
32	3	83,716.13	6,976.34	3,208.83	45.8404
	4	86,380.30	7,198.36	3,310.95	47.2993
	5	90,194.59	7,516.22	3,457.15	49.3879

	1	81,136.73	6,761.40	3,109.96	44.4280
	2	83,716.13	6,976.34	3,208.83	45.8404
33	3	86,380.30	7,198.36	3,310.95	47.2993
	4	89,131.46	7,427.63	3,416.40	48.8057
	5	93,071.12	7,755.93	3,567.41	50.9629

February 1, 2019 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly

G1	1	30,365.70	2,530.47	1,163.91	16.6274
	1	32,751.12	2,729.27	1,255.35	17.9335
	2	33,625.47	2,802.12	1,288.86	18.4123
1	3	34,528.55	2,877.38	1,323.48	18.9067
	4	35,461.46	2,955.13	1,359.23	19.4176
	5	36,859.31	3,071.61	1,412.81	20.1830

	1	33,625.47	2,802.12	1,288.86	18.4123
	2	34,528.55	2,877.38	1,323.48	18.9067
2	3	35,461.46	2,955.13	1,359.23	19.4176
	4	36,425.62	3,035.46	1,396.19	19.9456
	5	37,870.04	3,155.84	1,451.55	20.7365

	1	34,528.55	2,877.38	1,323.48	18.9067
	2	35,461.46	2,955.13	1,359.23	19.4176
3	3	36,425.62	3,035.46	1,396.19	19.9456
	4	37,422.40	3,118.54	1,434.40	20.4914
	5	38,913.96	3,242.83	1,491.57	21.3081

	1	35,461.46	2,955.13	1,359.23	19.4176
	2	36,425.62	3,035.46	1,396.19	19.9456
4	3	37,422.40	3,118.54	1,434.40	20.4914
	4	38,452.10	3,204.35	1,473.86	21.0553
	5	39,993.57	3,332.80	1,532.95	21.8992

	1	36,425.62	3,035.46	1,396.19	19.9456
	2	37,422.40	3,118.54	1,434.40	20.4914
5	3	38,452.10	3,204.35	1,473.86	21.0553
	4	39,516.94	3,293.08	1,514.68	21.6383
	5	41,108.33	3,425.70	1,575.68	22.5097

February 1, 2019 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	37,422.40	3,118.54	1,434.40	20.4914
	2	38,452.10	3,204.35	1,473.86	21.0553
6	3	39,516.94	3,293.08	1,514.68	21.6383
	4	40,615.80	3,384.65	1,556.80	22.2399
	5	42,260.74	3,521.73	1,619.85	23.1407
	1	38,452.10	3,204.35	1,473.86	21.0553
	2	39,516.94	3,293.08	1,514.68	21.6383
7	3	40,615.80	3,384.65	1,556.80	22.2399
	4	41,753.15	3,479.43	1,600.39	22.8628
	5	43,452.20	3,621.02	1,665.52	23.7931
	1	39,516.94	3,293.08	1,514.68	21.6383
	2	40,615.80	3,384.65	1,556.80	22.2399
8	3	41,753.15	3,479.43	1,600.39	22.8628
	4	42,927.04	3,577.25	1,645.39	23.5056
	5	44,682.43	3,723.54	1,712.67	24.4667
	1	40,615.80	3,384.65	1,556.80	22.2399
	2	41,753.15	3,479.43	1,600.39	22.8628
9	3	42,927.04	3,577.25	1,645.39	23.5056
	4	44,140.52	3,678.38	1,691.90	24.1701
	5	45,954.21	3,829.52	1,761.42	25.1632
	1	41,753.15	3,479.43	1,600.39	22.8628
	2	42,927.04	3,577.25	1,645.39	23.5056
10	3	44,140.52	3,678.38	1,691.90	24.1701
	4	45,395.02	3,782.92	1,739.99	24.8569
	5	47,268.38	3,939.03	1,811.79	25.8827
	1	42,927.04	3,577.25	1,645.39	23.5056
	2	44,140.52	3,678.38	1,691.90	24.1701
11	3	45,395.02	3,782.92	1,739.99	24.8569
	4	46,690.50	3,890.88	1,789.64	25.5663
	5	48,625.50	4,052.12	1,863.81	26.6259
	1	44,140.52	3,678.38	1,691.90	24.1701
	2	45,395.02	3,782.92	1,739.99	24.8569
12	3	46,690.50	3,890.88	1,789.64	25.5663
	4	48,029.49	4,002.45	1,840.97	26.2995
	5	50,028.93	4,169.08	1,917.60	27.3943
	1	45,395.02	3,782.92	1,739.99	24.8569
	2	46,690.50	3,890.88	1,789.64	25.5663
13	3	48,029.49	4,002.45	1,840.97	26.2995
	4	49,413.40	4,117.78	1,894.01	27.0573
	5	51,479.48	4,289.96	1,973.20	28.1886

February 1, 2019 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	46,690.50	3,890.88	1,789.64	25.5663
	2	48,029.49	4,002.45	1,840.97	26.2995
14	3	49,413.40	4,117.78	1,894.01	27.0573
	4	50,843.30	4,236.94	1,948.82	27.8403
	5	52,977.73	4,414.81	2,030.63	29.0090
	1	48,029.49	4,002.45	1,840.97	26.2995
	2	49,413.40	4,117.78	1,894.01	27.0573
15	3	50,843.30	4,236.94	1,948.82	27.8403
	4	52,320.36	4,360.03	2,005.43	28.6490
	5	54,526.73	4,543.89	2,090.00	29.8572
	1	49,413.40	4,117.78	1,894.01	27.0573
	2	50,843.30	4,236.94	1,948.82	27.8403
16	3	52,320.36	4,360.03	2,005.43	28.6490
	4	53,848.17	4,487.35	2,063.99	29.4856
	5	56,126.49	4,677.21	2,151.32	30.7332
	1	50,843.30	4,236.94	1,948.82	27.8403
	2	52,320.36	4,360.03	2,005.43	28.6490
17	3	53,848.17	4,487.35	2,063.99	29.4856
	4	55,425.90	4,618.83	2,124.47	30.3495
	5	57,779.80	4,814.98	2,214.69	31.6385
	1	52,320.36	4,360.03	2,005.43	28.6490
	2	53,848.17	4,487.35	2,063.99	29.4856
18	3	55,425.90	4,618.83	2,124.47	30.3495
	4	57,056.35	4,754.70	2,186.96	31.2423
	5	59,504.53	4,958.71	2,280.80	32.5829
	1	53,848.17	4,487.35	2,063.99	29.4856
	2	55,425.90	4,618.83	2,124.47	30.3495
19	3	57,056.35	4,754.70	2,186.96	31.2423
	4	58,746.47	4,895.54	2,251.75	32.1678
	5	61,304.81	5,108.74	2,349.81	33.5686
	1	55,425.90	4,618.83	2,124.47	30.3495
	2	57,056.35	4,754.70	2,186.96	31.2423
20	3	58,746.47	4,895.54	2,251.75	32.1678
	4	60,523.06	5,043.59	2,319.84	33.1406
	5	63,165.35	5,263.78	2,421.12	34.5874
	1	57,056.35	4,754.70	2,186.96	31.2423
	2	58,746.47	4,895.54	2,251.75	32.1678
21	3	60,523.06	5,043.59	2,319.84	33.1406
	4	62,358.21	5,196.51	2,390.18	34.1455
	5	65,089.76	5,424.15	2,494.88	35.6411

February 1, 2019 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	58,746.47	4,895.54	2,251.75	32.1678
	2	60,523.06	5,043.59	2,319.84	33.1406
22	3	62,358.21	5,196.51	2,390.18	34.1455
	4	64,254.74	5,354.56	2,462.88	35.1839
	5	67,076.07	5,589.68	2,571.02	36.7289
	1	60,523.06	5,043.59	2,319.84	33.1406
	2	62,358.21	5,196.51	2,390.18	34.1455
23	3	64,254.74	5,354.56	2,462.88	35.1839
	4	66,214.83	5,517.90	2,538.01	36.2572
	5	69,130.45	5,760.87	2,649.76	37.8538
	1	62,358.21	5,196.51	2,390.18	34.1455
	2	64,254.74	5,354.56	2,462.88	35.1839
24	3	66,214.83	5,517.90	2,538.01	36.2572
	4	68,239.64	5,686.64	2,615.62	37.3660
	5	71,253.14	5,937.76	2,731.13	39.0160
	1	64,254.74	5,354.56	2,462.88	35.1839
	2	66,214.83	5,517.90	2,538.01	36.2572
25	3	68,239.64	5,686.64	2,615.62	37.3660
	4	70,332.50	5,861.05	2,695.84	38.5120
	5	73,445.57	6,120.47	2,815.16	40.2165
	1	66,214.83	5,517.90	2,538.01	36.2572
	2	68,239.64	5,686.64	2,615.62	37.3660
26	3	70,332.50	5,861.05	2,695.84	38.5120
	4	72,495.64	6,041.31	2,778.75	39.6965
	5	75,711.91	6,309.33	2,902.03	41.4576
	1	68,239.64	5,686.64	2,615.62	37.3660
	2	70,332.50	5,861.05	2,695.84	38.5120
27	3	72,495.64	6,041.31	2,778.75	39.6965
	4	74,729.91	6,227.50	2,864.39	40.9198
	5	78,052.99	6,504.41	2,991.76	42.7394
	1	70,332.50	5,861.05	2,695.84	38.5120
	2	72,495.64	6,041.31	2,778.75	39.6965
28	3	74,729.91	6,227.50	2,864.39	40.9198
	4	77,038.91	6,419.91	2,952.89	42.1842
	5	80,473.55	6,706.13	3,084.54	44.0649
	1	72,495.64	6,041.31	2,778.75	39.6965
	2	74,729.91	6,227.50	2,864.39	40.9198
29	3	77,038.91	6,419.91	2,952.89	42.1842
	4	79,425.73	6,618.81	3,044.38	43.4911
	5	82,973.88	6,914.49	3,180.38	45.4340

February 1, 2019 1%					
Grid Level	Step	Annual	Monthly	Biweekly	Hourly
	1	74,729.91	6,227.50	2,864.39	40.9198
	2	77,038.91	6,419.91	2,952.89	42.1842
30	3	79,425.73	6,618.81	3,044.38	43.4911
	4	81,948.09	6,829.01	3,141.06	44.8723
	5	85,557.32	7,129.78	3,279.40	46.8486
	1	77,038.91	6,419.91	2,952.89	42.1842
	2	79,425.73	6,618.81	3,044.38	43.4911
31	3	81,948.09	6,829.01	3,141.06	44.8723
	4	84,553.29	7,046.11	3,240.92	46.2988
	5	88,281.89	7,356.83	3,383.84	48.3405
	1	79,425.73	6,618.81	3,044.38	43.4911
	2	81,948.09	6,829.01	3,141.06	44.8723
32	3	84,553.29	7,046.11	3,240.92	46.2988
	4	87,244.10	7,270.34	3,344.06	47.7722
	5	91,096.54	7,591.38	3,491.72	49.8817
	1	81,948.09	6,829.01	3,141.06	44.8723
	2	84,553.29	7,046.11	3,240.92	46.2988
33	3	87,244.10	7,270.34	3,344.06	47.7722
	4	90,022.78	7,501.90	3,450.56	49.2938
	5	94,001.83	7,833.49	3,603.08	51.4725

**APPENDIX 1B - FORMERLY PEA  
Salary Grid – Effective January 15, 2014**

*Definition: includes those positions providing physiotherapy, and whose classifications are listed in Appendix 2B*

Grid Range	New Step	Old Step	Annual	Biweekly	Hourly
	1		44,708.19	1,713.66	24.4809
	2	1	46,719.15	1,790.74	25.5820
1	3	2	48,821.43	1,871.32	26.7331
	4	3	51,018.41	1,955.53	27.9361
	5	4	53,314.01	2,043.52	29.1931
	6	5	55,839.71	2,140.33	30.5761
	1		53,537.59	2,052.09	29.3156
	2	1	55,945.89	2,144.40	30.6343
2	3	2	58,463.51	2,240.90	32.0129
	4	3	61,094.62	2,341.75	33.4536
	5	4	63,843.65	2,447.12	34.9589
	6	5	66,868.18	2,563.05	36.6150

Grid Range	New Step	Old Step	Annual	Biweekly	Hourly
	1		59,510.74	2,281.04	32.5863
	2	1	62,188.54	2,383.68	34.0526
3	3	2	64,986.88	2,490.94	35.5849
	4	3	67,910.71	2,603.01	37.1859
	5	4	70,967.07	2,720.16	38.8594
	6	5	74,328.68	2,849.01	40.7001
	1		63,773.73	2,444.44	34.9206
	2	1	66,642.77	2,554.41	36.4916
4	3	2	69,641.99	2,669.37	38.1339
	4	3	72,775.84	2,789.49	39.8499
	5	4	76,050.31	2,915.00	41.6429
	6	5	79,652.98	3,053.09	43.6156
	1		70,562.95	2,704.67	38.6381
	2	1	73,737.75	2,826.36	40.3766
	3	2	77,055.79	2,953.54	42.1934
5	4	3	80,523.06	3,086.44	44.0920
	5	4	84,145.82	3,225.30	46.0757
	6	5	88,132.53	3,378.11	48.2587
	1		76,757.33	2,942.10	42.0300
	2	1	80,211.55	3,074.50	43.9214
	3	2	83,821.01	3,212.85	45.8979
6	4	3	87,592.74	3,357.42	47.9631
	5	4	91,534.57	3,508.51	50.1216
	6	5	95,870.61	3,674.71	52.4959

**APPENDIX 2A**  
**Classification Titles and Grid Ranges**

**Explanatory Notes:**

Salary administration provisions related to the various growth classifications are set out in Appendix L, MOU re: PSJEP.

CLASSIFICATION TITLE	UNION COMP	GRID RANGE
Activity Worker R7	HAS	7
Activity Worker R9	HAS	9
Activity Worker R11	HAS	11
Activity Worker R13	HAS	13
Activity Worker R14	HAS	14
Activity Worker R18	HAS	18
Activity Worker R21	HAS	21
Activity Worker R24	HAS	24



CLASSIFICATION TITLE	UNION COMP	GRID RANGE
Administrative Officer R14	AS	14
Administrative Officer R18	AS	18
Administrative Officer R21	AS	21
Administrative Officer R24	AS	24
Administrative Officer R27	AS	27
Administrative Officer R30	AS	30
Building Maintenance Worker R6	HAS	6
Building Maintenance Worker R9	ETO	9
Building Security Officer R9	ETO	9
Building Security Officer R11	ETO	11
Building Security Officer R13	ETO	13
Building Service Worker R9	HAS	9
Building Service Worker R13	HAS	13
Clerk R9	AS	9
Clerk R11	AS	11
Clerk R14	AS	14
Clerk Stenographer R9	AS	9
Clerk Stenographer R11	AS	11
Clerk Stenographer R14	AS	14
Coordinator of Volunteers R11	AS	11
Coordinator of Volunteers R13	AS	13
Coordinator of Volunteers R14	AS	14
Dietitian R21	SIH	21
Dietitian R24	SIH	24
Dietitian R27	SIH	27
Dietitian R30	SIH	30
Financial Officer R14	AS	14
Financial Officer R18	AS	18
Financial Officer R21	AS	21
Financial Officer R24	AS	24
Financial Officer R27	AS	27
Financial Officer R30	AS	30
Financial Officer (TMA) R18	AS	18
Financial Officer (TMA) R21	AS	21
Financial Officer (TMA) R24	AS	24
Financial Officer (TMA) R27	AS	27
Financial Officer (TMA) R30	AS	30
Food Production Services R7	HAS	7
Food Production Services R9	HAS	9
Food Production Services R11	HAS	11
Food Production Services R13	HAS	13
Food Production Services R14	HAS	14

CLASSIFICATION TITLE	UNION COMP	GRID RANGE
Food Production Services R18	HAS	18
Hairgroomer R13	HAS	13
Hairgroomer R14	HAS	14
Health Care Worker R9	HAS	9
Health Care Worker R11	HAS	11
Health Care Worker (Detox) R13	HAS	13
Information Systems R7	AS	7
Information Systems R9	AS	9
Information Systems R11	AS	11
Information Systems R13	AS	13
Information Systems R14	SIH	14
Information Systems R18	SIH	18
Information Systems R21	SIH	21
Information Systems R24	SIH	24
Information Systems R27	SIH	27
Information Systems R30	SIH	30
Laundry Worker R6	HAS	6
Laundry Worker R7	HAS	7
Laundry Worker R9	HAS	9
Licensed Practical Nurse R14	HAS	14
Medical Records Librarian R14	AS	14
Medical Records Technician R14	AS	14
Nutritionist R24	SIH	24
Nutritionist R27	SIH	27
Nutritionist R30	SIH	30
Occupational Therapist R21	SIH	21
Occupational Therapist R24	SIH	24
Occupational Therapist R27	SIH	27
Office Assistant R6	AS	6
Office Assistant R7	AS	7
Sewing Machine Operator R7	HAS	7
Sewing Machine Operator R9	HAS	9
Sewing Machine Operator R11	HAS	11
Sewing Machine Operator R13	HAS	13
Sewing Machine Operator R14	HAS	14
Social Program Officer R14	SIH	14
Social Program Officer R18	SIH	18
Social Program Officer (Growth to R24)	SIH	19,20,21,22
Social Program Officer R21	SIH	21
Social Program Officer R24	SIH	24
Social Program Officer R26	SIH	26
Social Program Officer R28	SIH	28

CLASSIFICATION TITLE	UNION COMP	GRID RANGE
Social Program Officer R30	SIH	30
Stockworker R6	AS	6
Stockworker R7	AS	7
Stockworker R9	AS	9
Stockworker R11	AS	11
Stockworker R13	AS	13
Stockworker R14	AS	14
Stockworker R16	AS	16

**APPENDIX 2B**  
**Classification Titles and Grid Ranges**

Classification Title	Grid Level
Physiotherapist 1	2
Physiotherapist 2	2
Physiotherapist 3	3
Physiotherapist 4	3
Physiotherapist 5	4

*Note: Where a classification has no incumbent, no grid level has been assigned. If one of these positions is to be filled, the parties will meet to negotiate a grid placement.*

**APPENDIX 2C**  
**BCS RN Wage Grid**

Grid Level	Step	Oct 2014 rate	April 1, 2015 1.0%	Feb. 1, 2016 0.45% ESD	April 1, 2016 0.5%	Feb. 1, 2017 1.0% + ESD .35%	April 1, 2017 0.5%	Feb. 1, 2018 ESD 0.4%	Aug. 1, 2018 1.0%	Oct 1, 2018 0.5%	Feb 1, 2019 Increase 1.0%
<b>Nurse 4</b>	1	30.4966	30.8016	30.9402	31.0949	31.5147	31.6722	31.7989	32.1169	32.2775	32.6003
	2	32.8421	33.1705	33.3198	33.4864	33.9385	34.1081	34.2446	34.5870	34.7600	35.1076
	3	34.0236	34.3638	34.5185	34.6911	35.1594	35.3352	35.4765	35.8313	36.0105	36.3706
	4	36.3610	36.7246	36.8899	37.0743	37.5748	37.7627	37.9137	38.2929	38.4844	38.8692
	5	37.4599	37.8345	38.0048	38.1948	38.7104	38.9040	39.0596	39.4502	39.6474	40.0439
	6	40.0280	40.4283	40.6102	40.8133	41.3642	41.5711	41.7373	42.1547	42.3655	42.7891
<b>Nurse 5</b>	1	32.2951	32.6181	32.7648	32.9287	33.3732	33.8237	33.9590	34.2986	34.4701	34.8148
	2	34.7796	35.1274	35.2855	35.4619	35.9406	36.4258	36.5715	36.9372	37.1219	37.4932
	3	36.0303	36.3906	36.5544	36.7371	37.2331	37.7357	37.8867	38.2655	38.4569	38.8414
	4	38.5057	38.8908	39.0658	39.2611	39.7911	40.3283	40.4896	40.8945	41.0990	41.5100
	5	39.6693	40.0660	40.2463	40.4475	40.9936	41.5470	41.7132	42.1303	42.3409	42.7644
	6	42.3889	42.8128	43.0054	43.2205	43.8040	44.3953	44.5729	45.0186	45.2437	45.6961

Grid Level	Step	Oct 2014 rate	April 1, 2015 1.0%	Feb. 1, 2016 0.45% ESD	April 1, 2016 0.5%	Feb. 1, 2017 1.0% + ESD .35%	April 1, 2017 0.5%	Feb. 1, 2018 ESD 0.4%	Aug. 1, 2018 1.0%	Oct 1, 2018 0.5%	Feb 1, 2019 Increase 1.0%
<b>Nurse 7</b>	1	34.2003	34.5423	36.0967	36.2772	36.7669	36.9508	37.0986	37.4696	37.6569	38.0335
	2	36.8310	37.1993	38.8733	39.0676	39.5951	39.7930	39.9522	40.3517	40.5535	40.9590
	3	38.1553	38.5369	40.2710	40.4724	41.0187	41.2238	41.3887	41.8026	42.0116	42.4317
	4	40.7770	41.1848	43.0381	43.2533	43.8372	44.0564	44.2326	44.6749	44.8983	45.3473
	5	42.0094	42.4295	44.3388	44.5605	45.1621	45.3879	45.5694	46.0251	46.2553	46.7178
	6	44.8893	45.3382	47.3784	47.6153	48.2581	48.4994	48.6934	49.1803	49.4262	49.9205
Grid Level	Step	Oct 2014 rate	April 1, 2015 1.0%	Feb. 1, 2016 0.45% ESD	April 1, 2016 0.5%	Feb. 1, 2017 1.0% + ESD .35%	April 1, 2017 0.5%	Feb. 1, 2018 ESD 0.4%	Aug. 1, 2018 1.0%	Oct 1, 2018 0.5%	Feb 1, 2019 Increase 1.0%
<b>Nurse 9</b>	1	36.2174	36.5796	36.7442	36.9279	37.4264	37.6136	37.7640	38.1417	38.3324	38.7157
	2	39.0030	39.3930	39.5703	39.7682	40.3050	40.5065	40.6686	41.0753	41.2806	41.6934
	3	40.4061	40.8102	40.9938	41.1988	41.7550	41.9637	42.1316	42.5529	42.7657	43.1933
	4	43.1823	43.6141	43.8104	44.0294	44.6238	44.8470	45.0263	45.4766	45.7040	46.1610
	5	44.4874	44.9323	45.1345	45.3601	45.9725	46.2024	46.3872	46.8510	47.0853	47.5562
	6	47.5373	48.0127	48.2287	48.4699	49.1242	49.3698	49.5673	50.0630	50.3133	50.8164

**APPENDIX 2D**  
Active Trades Classifications – Chart 1

**Note: only the top step of the grid indicated is used.**

The following appendix is an alphabetic listing of all active Trades classification titles and the grid range which applies to each classification as of April 1, 2003. The grid range for some positions or classifications may change due to the application of the **Joint Job Evaluation Plan during the term of this agreement.**

Classification/Title	Trade Apprentice	Trade Journeyman	Trade Leadhand	Trade Supervisor	Trade Senior Supervisor	Trade Principal Supervisor
Carpenter	—	18	20	23	23	25
electrician	% of 18	18	20	23	23	25

**APPENDIX 2E**  
**Rates of Pay for Apprentices**

*Two-year Apprenticeship Program*

1 <sup>st</sup> year	65% of certified journeyman rate.*
2 <sup>nd</sup> year	90% of certified journeyman rate.

*Three-year Apprenticeship Program*

1 <sup>st</sup> year	65% of certified journeyman rate.*
2 <sup>nd</sup> year	75% of certified journeyman rate.
3 <sup>rd</sup> year	90% of certified journeyman rate.

*Four-year Apprenticeship Program*

1 <sup>st</sup> year	65% of certified journeyman rate.*
2 <sup>nd</sup> year	70% of certified journeyman rate.
3 <sup>rd</sup> year	80% of certified journeyman rate.
4 <sup>th</sup> year	90% of certified journeyman rate.

*Five-year Apprenticeship Program*

1 <sup>st</sup> year	65% of certified journeyman rate.*
2 <sup>nd</sup> year	70% of certified journeyman rate.
3 <sup>rd</sup> year	75% of certified journeyman rate.
4 <sup>th</sup> year	85% of certified journeyman rate.
5 <sup>th</sup> year	90% of certified journeyman rate.

**APPENDIX 2F**  
**Special Employment Program Rates**

Definition	Grid	Steps Used		
		1	3	5
<b>Youth Employment Program – Level 1</b> Students enrolled in full-time studies at an accredited educational institution within the past six months at Grade 12 or below	G1	X	—	—
<b>Youth Employment Program – Level 2</b> Students enrolled in full-time studies at an accredited educational institution within the past six months at a post-secondary level	1	X	—	—
<b>Training Program – Level 1</b> Employees without a post-secondary degree or certificate working in their initial work term	5	X	—	—
<b>Training Program – Level 2</b> Level 1 employees working in a subsequent work term	5	—	X	—
<b>Training Program – Level 3</b> Employees who have completed a post-secondary degree or certificate (minimum two-year course) classification and are placed into training positions where they are performing work consistent with the education level. Employees with a degree or certificate who are not performing work consistent with their education level shall be placed into Level 1	11	—	X	—
<b>Co-op Education Training Program – Level 2 Employees</b> registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a post-graduate degree	11	—	X	—
<b>Aboriginal Youth Internship Program</b> Aboriginal youth aged 29 and under residing in BC, with a minimum of grade 12 and some post-secondary-education or equivalent education/work/volunteer experience, with demonstrated leadership potential	13	X	—	—

**APPENDIX 3**  
**Short and Long-Term Disability**

**Part I - Short-Term Illness and Injury Plan**

**1.1 Eligibility**

- (a) Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$413 or the Employment Insurance maximum weekly sickness benefit, whichever is higher.
- (d)
  - (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.2.
  - (2) Employer and employee contributions and deductions for pension benefits and employment insurance during the period of absence will comply with statutory requirements.
  - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.
  - (4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.
  - (5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

**1.2 Short-Term Plan Benefit**

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short-Term Plan Period).
- (b) The 75% benefit may be supplemented at the rate of 25% of actual duration of absence due to illness or injury by the use of the following in descending order:
  - (1) Accumulated sick leave credit under the old sick leave plan;
  - (2) Compensatory Time Off (CTO);
  - (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
  - (4) Vacation entitlement.



### 1.3 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short-Term Plan period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six month period of benefits under this plan, except as provided in (d) below, where the Short-Term Plan period shall continue to be as defined in Section 1.2(a).
- (d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short-Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the Short-Term Plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

### 1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practise in the province of BC; or
- (b) where necessary, from a medical practitioner licensed to practise in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above,

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six consecutive scheduled days of work;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

### **1.5 Integration With Other Disability Income**

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except employment insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) 100% of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

This section does not apply to a war disability pension paid under an act of the Governments of Canada or other commonwealth countries.

### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding 30 days;
- (3) maternity leave, parental leave, or adoption leave;

which prevents the employee from returning to work on the scheduled date of return, the Short-Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six-month period remaining from the scheduled date of return to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

### **1.7 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

### **1.8 Entitlement**

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

### **1.9 EIC Premium**

The parties agree that the complete premium reduction from Service Canada Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

### **1.10 Benefits Upon Layoff or Separation**

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon lay off or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of lay off or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that lay off or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the lay off or separation only if the illness commenced within two months of the effective date of the lay off or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of lay off or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the lay off or separation.

The maximum six-month period identified in Appendix 3, Part 1 shall be a maximum seven-month period for auxiliary employees who qualify for benefits pursuant to Public Sector Agreement 30.12.

## **Part II - Long-Term Disability Plan**

### **2.1 Eligibility**

(a) (1) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a

regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.

Employees must submit their LTD Plan application within four weeks following the end of the STIIP period. An employee who fails to submit their application for LTD benefits within four weeks of the end of the STIIP period will be presumed to have abandoned their claim for LTD benefits. An employee shall be afforded the opportunity to rebut such presumption to the Plan Administrator and demonstrate that there were reasonable grounds for not having applied for LTD benefits within the prescribed time period.

(2) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six months of full-time, unbroken employment from the date the employee qualified for Short-Term Illness and Injury Plan benefits under Clause 30.12.

(b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the plan is a condition of employment.

## **2.2 Long-Term Disability Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including periods approved in Sections 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

(a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.

(b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

(1) 70% of the first \$2,300.00 of monthly earnings; and

(2) 50% of the monthly earnings above \$2,300.00.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short-Term Plan period, or equivalent six-month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first 25 months of disability shall be the day following the last month of the Short-Term Plan period, or an equivalent six-month period.

(c) The Long-Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(d) An employee in receipt of long-term disability benefits will be considered an employee for pension benefits and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a rehabilitation committee established thereunder and will retain seniority rights should they return to employment within nine months following cessation of benefits. A temporary assignment or auxiliary appointment will not disqualify an employee from the nine month access period.

(e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for pension benefits will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long-Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension benefits waived by the Employer, except that pension benefit contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### 2.3 Total Disability

(a) Total disability, as used in this plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first 25 months of disability except where accommodation has been made which enables an employee to work:

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 27.7(a) at the employee's basic rate at the date of disability.

After the first 25 months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of their own occupation, whichever is greater.

After the first 25 months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75% of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, where they are unable to perform the principle duties of their previous classification, the employee may earn in combination with benefits from this plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this plan exceed 100% of the employee's earnings at date of disability, the benefit from this plan will be further reduced by the excess amount.

(2) If an employee is able to perform the principle duties of the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from this

plan, up to 100% of their earnings at the date of disability or the position's current rate of pay, whichever is greater.

"*Rehabilitative employment*" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reach 100% of the employee's earnings at the date of disability but in no event for more than 25 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings.

(3) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) and (2) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

(4) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

## **2.4 Exclusions from Coverage**

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness.

## **2.5 Pre-Existing Conditions**

An employee shall not be entitled to Long-Term Disability benefits from this plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90-day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1987.

## **2.6 Integration With Other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this plan, the benefits from this plan will be reduced by 100% of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers Compensation Act* or law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory *Act* or law; and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) 100% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay subject to the following:

- (1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This section does not apply to a war disability pension paid under an act of the governments of Canada or other commonwealth countries.

## **2.7 Successive Disabilities**

- (a) If, following a period of total disability with respect to which benefits are paid from this plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or

not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan.

(b) In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan as though they had not returned to work.

(c) Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this plan. If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan.

(d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one year from the date of absence due to successive disability.

## **2.8 Cessation of Benefits**

An employee shall cease to be eligible for benefits of this plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches their 65th birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

## **2.9 Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of 18 months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this plan, becomes disabled, benefits under this plan will be based upon monthly earnings immediately prior to the current leave of absence.

## **2.10 Benefits Upon Plan Termination**

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this plan to disabled employees who became disabled while covered by this plan prior to its termination.

## **2.11 Contributions**

The cost of this plan will be borne by the Employer.

## **2.12 Waiver of Contributions**

Employee contributions to this plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this plan.



### 2.13 Claims

(a) Long-Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this plan shall be sent to the Plan Administrator.

(b) (1) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

(2) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the 60-day appeal period in (1) above will not commence until the claims paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the 60-day period, the claim will be deemed to have been denied and the appeal period in (1) above shall commence.

(c) The expenses incurred by a claims review committee will be paid by the Plan.

(d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the "Acts"), except where the benefits received for that period under these acts are repaid to government. Where the employee has been deemed eligible for benefits under these acts, which benefits exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

### 2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this plan.

### 2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

### 2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Public Sector Agreement.

### **2.17 Implementation by Regulation**

The provisions of this plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

### **2.18 Benefit Level**

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this collective agreement receive in wage increases.

## **Part III - Rehabilitation**

### **Rehabilitation Committee**

(1) It is the intent of both parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. To this end, a rehabilitation committee will be established as follows:

(a) The Committee shall consist of five members, two appointed by the Employer, two appointed by the Union and a mutually agreed upon chairperson. A secretary shall be appointed to assist in the administration of the Committee.

(b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 3, Part III - Rehabilitation.

(c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the CEO.

(d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the CEO.

(e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the Bargaining Principals for final disposition.

(f) The Rehabilitation Committee shall meet not less than once a month during working hours, and leave without loss of pay shall be granted to committee members. Minutes of all meetings shall be taken by the secretary and copies shall be provided to the Employer and the Union.

(g) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as committee members.

(2) In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

(a) For the purpose of this section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.3(a) of the Long-Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment (P7). An employee who fails to:

(1) sign the application form;

(2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;

(3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program;

shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

(c) The application shall be completed and returned to the Employer who shall within 10 workdays forward the application to the secretary. The Committee members shall be provided with copies of the application.

(d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

(1) if the application is properly before the Committee;

(2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;

(3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment.

(4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Employer to return the incapacitated employee to work considering the following accommodations:

- (i) modification of the duties of the employee's job;
- (ii) flexibility in scheduling hours of work within existing hours of operation;
- (iii) provision of technical or mechanical aids.

(5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 - Layoff and Recall of the agreement excluding displacement options pursuant to Clauses 13.3 and 13.4(c)(2).

(e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Rehabilitation Committee if the Occupational Health and Rehabilitation determines it is medically appropriate to do so.

(2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Rehabilitation Committee while on STIIP. In such cases, Part III (2)(c), and (d) will apply.

(f) Where an employee has a physical occupational illness or injury, the Employer will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 4.

(g) Where the Employer has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

## **APPENDIX 4 Seniority Blocks**

Seniority Blocks agreed to by the Public Sector Bargaining Principals shall form part of this agreement and shall be Broadmead Care Society.

### **INFORMATION APPENDIX I Re: Advance Payment of Group Life Benefits**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.2 are as follows:

1. Death must be "*expected*" within 24 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$50,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

### **INFORMATION APPENDIX II Re: Flexible Work Arrangements**

#### **1. Purpose**

The objective of this policy is to provide parameters and guidance regarding flexible working arrangements, specifically telework and job sharing. Additional flexible work arrangements such as flextime, modified workweek and deferred salary leave are available as detailed in relevant guidelines and collective agreements.

#### **2. Goal**

This policy supports the Employer's goal of a flexible and motivating work environment.

#### **3. Application and Scope**

This policy applies to regular employees.

#### **4. Principles**

The Employer is committed to flexible work arrangements that are advantageous to both the Employer and employees. It supports collaborative and participative processes that encourage flexibility, innovation, work/life balance and the enhancement of productivity and organizational success.

## 5. Mandatory Requirements

### 5.1 General

Flexible work arrangements are not appropriate for all regular employees. They are neither an obligation nor a right. Participation in flexible work arrangements is voluntary and is not a condition of employment.

### 5.2 Telework

Telework is a working arrangement where employees work away from their official workplace for a portion of their regular workweek. Either the employee or the Employer may initiate flexible work arrangements. Telework arrangements usually involve employees working at their homes, but the employee's point of assembly continues to be the official workplace, regardless of where they may work on a particular day.

#### ***Telework Arrangements***

Prior to approving a telework agreement, managers are to:

- determine that the telework arrangement will meet the provisions of this policy and the collective agreement;
- establish that teleworking is operationally feasible and it makes sense, from an operational perspective, to have the work done at the teleworkplace;
- ensure that services and/or productivity are maintained or improved;
- determine that no additional net costs will be generated and upfront costs can be recouped over a reasonable period;
- establish that the teleworkplace meets all requirements of WCB Industrial Health and Safety Regulations; and,
- include an inventory of all assets provided by the Employer and ensure it is updated as required. Telework equipment, supplies and furniture remain the property of the Employer and must be returned if the telework arrangement or employment is terminated.
- On entering into a telework agreement, employees will agree to:
- maintain the teleworkplace (such as homeowner or tenant insurance, heat and hydro);
- provide dedicated office space for use during teleworking days and maintain the office space in a clean, professional and safe condition;
- allow joint teleworkplace visits by employer personnel and union representatives (including local occupational health and safety committee members), upon reasonable notice;
- secure and protect the property, documents and information belonging to the Employer. Employees will not be liable for loss or damage to such property or information except where the employee has failed to take reasonable precautions to secure it, or where the loss or damage is the result of a wilful act by the employee or a member of their family;
- follow safe work practises and ensure prompt notification to appropriate employer personnel of any job related accidents that occur at the teleworkplace; and,
- ensure that any meetings with clients are not held in the employee's teleworkplace.

### 5.3 Job Sharing

Job Share is an arrangement between two employees (partners) who perform the duties of a position previously performed by one full-time employee. Job Share situations are not promotional opportunities; therefore half of a job share cannot be posted or advertised as a promotional opportunity.

Partners in a job share proposal must both be qualified for the position and at the same level, or a higher classification than the position to be shared. The partners are appointed to and paid at the classification level of the shared position.

Job Share arrangements are at the discretion of the excluded manager responsible for the position. Job Share arrangements can be considered where one of the partners proposing the job share already occupies the full-time position under consideration, or where two partners propose to share a vacant position that is at a classification level that is the same or lower than the partners' current positions.

Job Share arrangements may be approved on a trial basis for a three month period to enable all the parties to assess whether the job share arrangement is suitable.

#### ***Initiation of Job Share Arrangements***

Job Sharing proposals must be submitted in writing to the excluded manager for approval and must include the following:

- identification of the partners and the position to be shared, including classification levels;
- a written statement signed by both partners requesting part-time employment to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partners;
- a description of how job duties and responsibilities will be shared and workload priorities determined on an ongoing basis;
- a proposal on how extended absences may be covered;
- details on arrangements to communicate necessary information to each other, clients, colleagues and the supervisor; and
- preferred start date and work schedules (subject to collective agreement).

If approved, the job share proposal is confirmed in writing and becomes the job share agreement. The job sharing partners are then appointed as part-time employees and are subject to the applicable policies (eg., Recruitment, Selection and Appointment, Lateral Transfer and Demotion). Benefits are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the partner works; some benefits are paid in full to both partners.

The appointment letter should address the terms and conditions of employment and the agreed to terms of the job share arrangement. If the Employer intends to increase either partner's hours of work due to operational requirements or as the result of the extended absence of the other partner, it must be stated in the appointment letter.

Acceptance of the appointment must be in writing.

***Changes to Job Share Arrangements***

Changes to job share arrangements may be initiated by either the Employer or the employee. All changes must be in writing and approved by the responsible excluded manager.

If the appointment letter states that the employee's hours may be increased, this is not meant to be a permanent change in hours unless requested by the employee and approved by the excluded manager, nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion. Partners will give as much notice as possible of an extended absence or change to a job share arrangement so the supervisor can give adequate notice before increasing a partner's hours of work.

***Termination of Job Share Arrangements***

The job share arrangement may be terminated, in writing, by either the Employer or the employee.

The Employer may terminate a job sharing arrangement for bona fide operational reasons.

If the Employer terminates the job sharing agreement:

- it is the Employer's responsibility to find part-time work for employees who do not wish regular full-time work. This may include a new job share arrangement if there is a suitable vacant position and the supervisor/manager of that position agrees.

If either partner terminates the job share arrangement:

- the remaining partner may request to fill the position full-time;
- the remaining partner may find another job share partner (through solicitation of interest or the Job Share Registry) and develop a new job share proposal for approval by the excluded manager;
- the excluded manager has the option of creating two part-time positions and posting one of them (half a job share cannot be posted as a promotional opportunity). In this case, the manager would not have the ability to increase the remaining part-time employee's hours to cover extended absences without the employee's agreement; and,
- the Employer will endeavour to find a suitable position for the remaining job sharing partner; however; the onus is on the remaining employee to find alternative employment.

**MEMORANDUM OF UNDERSTANDING 1****Re: Employment Security**

1. The Employer agrees not to exercise its right to cause a lay off which results in the cessation of employment for an employee in Broadmead Care Society as follows:

- April 1 2014 - March 31, 2015: for an employee who has regular status as of April 1, 2011
- April 1 2015 - March 31, 2016: for an employee who has regular status as of April 1, 2012
- April 1 2016 - March 31, 2019: for an employee who has regular status as of April 1, 2013

2. This memorandum does not apply to regular employees who are normally subject to lay off because of business cycle or seasonal work.

3. In order for the Employer to satisfy the provision of point 1 above, the Union recognizes that workforce adjustment activity will be necessary whether due to reorganization, program termination, relocation, closures, etc.
4. The Joint Committee will coordinate such workforce adjustment activity in accordance with its mandate as outlined in Clause 13.2.
5. In order to facilitate the Employer's commitment and workforce adjustment measures necessary as a result of this commitment, it is agreed that, following the application of Phase 1 (Clause 13.1):
  - A regular employee with less than three years' service seniority who refuses one reasonable offer of continued employment will be deemed to have resigned.
  - A regular employee with three or more years' service seniority who refuses an offer of continued employment at the same classification level will be deemed to have resigned.
  - A regular employee with three or more years' service seniority who refuses one offer of continued employment in a different classification (with the same maximum salary) will be deemed to have resigned with applicable severance pay.
  - A regular employee with three or more years' service seniority who refuses two job offers or with a comparable pay range will be deemed to have resigned with applicable severance pay.
  - A regular employee with three or more years' service seniority who refused two job offers with a comparable pay range will be deemed to have resigned with applicable severance pay.
  - Where a regular employee with three or more years' service seniority refuses one job offer pursuant to (c) above, above or refuses their final job offer pursuant to (d) above, the number of weeks of severance pay shall be reduced by an amount equivalent to the number of weeks the employee has remained on pay after expiry of the six week notice period in 13.4(b).
6. The determination of employees to be subject to workforce adjustment will be consistent with the seniority provisions of Article 13.
7. Greater than three year regulars are entitled to displace less than three year regulars pursuant to Article 13. Employees who do not immediately exercise their option to displace will not be covered by the security provisions of this memorandum and Clause 13.4 shall apply. Less than three year regulars are entitled to the auxiliary recall option in lieu of a reasonable offer of continued employment.
8. Regular employees with more than three years' service seniority who are placed pursuant to this memorandum shall have their salary protected pursuant to Clause 27.7 of the agreement.
9. The provisions of Article 13 shall be subject to the provisions of this memorandum of understanding.
10. This memorandum remains in force and effect for the term of this agreement.

## **MEMORANDUM OF UNDERSTANDING 2**

### **Re: The Authority of the Article 13 Layoff and Recall Committee**

The structure of the lay off and recall/employment security provisions of the agreement are such that those regular employees with three or more years of service seniority have stronger security than regular



employees with less than three years seniority. Likewise, all regular employees have stronger security than auxiliary employees.

Consistent with the above, the parties acknowledge that the Article 13 Layoff and Recall Committee may need to exercise its discretion as provided for in Clause 13.2(h) in order to maintain the employment of regular employees over auxiliary employees, including regulars with less than three years seniority.

This letter will be effective from the date of ratification until the expiration of this agreement.

### **MEMORANDUM OF UNDERSTANDING 3**

#### **Re: Clause 31.8 and Article 34**

The parties agree to apply the following provisions to employees who accept an offer of continued employment with another employer as referenced in Clause 31.8 and Article 34.

#### **1. In-Service Status**

A regular employee shall be recognized as having in-service status for the purpose of applying on postings for regular positions in government. This in-service status will be recognized for a period of two years after the effective date of the transfer to the successful proponent, private employer or organization. For the purpose of such application only, their employment with the Employer will be deemed to have continued uninterrupted.

#### **2. Reversal of Process**

If, within a five year period after date of disposition (Name of Initiative) operation is returned to the province, employees engaged in the returning operation, who were employed by the province at the time of disposition, will be returned to the province.

#### **3. Seniority Reinstatement**

If re-employment occurs pursuant to (1) or (2) above, employees shall retain seniority earned while as a member of the Public Service bargaining unit, including as an employee of Broadmead Care Society, and shall be credited with seniority earned with the successful proponent, private employer or organization for the purposes of lay off and recall and other seniority related provisions.

#### **4. Benefit Entitlement**

If re-employment occurs pursuant to (1) or (2) above, employment will be deemed continuous for purposes of benefit entitlements under Article 25.

#### **5. Duration**

This memorandum remains in force and effect for the term of this agreement.

### **MEMORANDUM OF UNDERSTANDING 4**

#### **Re: Joint Advisory Committee**

1. There shall be a joint advisory committee which shall consist of two representatives appointed by the Employer and two representatives appointed by the Union. The Employer and the Union may each appoint one alternate committee member. The purpose of the Committee shall be to consider and make recommendations to the Bargaining Principals on all matters related to the effective administration of the

Short-Term Illness and Injury Plan and Long-Term Disability Plan and the Rehabilitation Committee to consider and make recommendations to the Bargaining Principals on any questions which may arise related to interpretation or application of the wording of Appendix 3.

2. The Joint Advisory Committee will make recommendations concerning the Rehabilitation Committee in order to:

(a)

- improve access to the rehabilitation process for employees incapacitated for their own occupation through illness or injury;
- improve rehabilitation programs to return employees to their own or other occupations as soon as possible;
- identify and address systemic causes of illness and injury and consequent STIIP/LTD usage.

(b) Clearly establish responsibility for case management with the Committee providing advice and recommendations as required. Such recommendations may include:

- improved placement options for those employees who are capable of performing alternative employment, in addition to the recommendations identified in Appendix 3, Part III (2)(d)(4).

Disability Case Management representatives are to be designated as employer representatives to the Committee.

(c) Ensure sharing of all information pertinent to a case with the parties involved (union, employer, Occupational Health and Rehabilitation, insurance carrier).

Develop confidentiality standards specific to the process and consistent with the current legislation to protect the privacy of information shared.

(d) Review current forms used for STIIP and LTD and Rehabilitation in order to make them simpler and more effective and/or eliminate duplication.

3. The parties share a desire to minimize health risks and improve absenteeism rates due to illness and injury and agree to jointly explore programs and processes to obtain that goal. Therefore the Joint Advisory Committee shall:

(a) review and make recommendations to the bargaining Principals where implementation of a program may be reasonably expected to have a positive impact on employee health and absenteeism rates; and

(b) review and make recommendations to the bargaining Principals regarding establishment or modification of musculoskeletal and other injury and illness prevention programs in areas where the incidence of such injury warrants further prevention activity;

(c) review and make recommendations to the bargaining Principals on an earlier and consistently applied adjudication of benefits during the STIIP period by the LTD benefit carrier under a mutually agreed plan.

The Joint Advisory Committee shall consult with the Joint Occupational Health and Safety Committee, and the Rehabilitation Committee.

4. The parties agree to refer the STIIP issues below to the Joint Union/Employer STIIP Committee created as a pilot project for the duration of this agreement:

- (a) ensure appropriate and consistent adjudication of STIIP claims;
- (b) ensure that requests for additional information on STO2 forms are processed expeditiously and limited to instances where the information is objectively incomplete; and
- (c) promote opportunities for voluntary rehabilitation initiatives that enable earlier return to work.

Where STIIP benefits have been denied and/or management is not accepting doctors' certificates which the Union believes are adequate and meet the criteria for information required consistent with the mutually agreed STO2, Part B Instruction Form, and where in the Union's view the Employer's response/position is unacceptable, the Joint Union/Employer STIIP Committee will expeditiously address the issue.

This is not intended to circumvent the grievance process outlined in the collective agreement.

**MEMORANDUM OF UNDERSTANDING 5**  
**Re: Bullying in the Workplace**

- (a) Employees have the right to work in an environment free from bullying and the parties agree that there is a need to take responsible action to prevent bullying and whenever they become aware of such behaviour, put a stop to it. Bullying refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions, or gestures that affects an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.
- (b)
  - (1) Where a complaint of bullying between peers is brought to the attention of the Employer, within 30 days of the most recent alleged occurrence, it will be investigated by the appropriate supervisor or manager and, if substantiated, appropriate action will be taken to remedy the complaint. Details of the complaint will be provided to the respondent. The investigation shall be completed within 30 days of receiving the complaint. Any proposed resolution shall be issued within 14 days of receiving the results of the investigation. For the purpose of this memorandum of understanding "*peers*" refers to employees who are not in a reporting relationship where one employee is supervised by the other.
  - (2) If the disposition of the complaint is disputed by the complainant or respondent, either one of them may pursue the matter further with the excluded manager with jurisdiction for the worksite within 21 days of having received notification or resolution referenced in (b)(1). The excluded manager will investigate this matter and, if substantiated, take appropriate action within 30 days to resolve the complaint.
  - (3) A steward may be utilized to assist members at any point in this procedure.
  - (4) If the disposition of the complaint is still disputed by either employee, the complaint may be referred within 21 days to the CEO and the Union for resolution by the bargaining Principals. Their decision regarding the complaint will be issued within 45 days and will be final and binding, and consistent with the terms of the collective agreement.
  - (5) Clauses 1.7, 1.8, 1.9 and 31.13 of the agreement do not apply to this process.

**Referral to Arbitration**

If the disposition of the complaint is still disputed by either employee, the Union may refer the matter, in writing to arbitration within 21 days.

The Arbitrator will review the matter and may make a decision. If the Arbitrator determines that there is no basis for the complaint or there are insufficient particulars, the Arbitrator will dismiss the case.

Where the Arbitrator determines there is sufficient reason to conduct a mediation/arbitration hearing, the Arbitrator shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause.

Hearings shall be conducted on an expedited, non-precedential basis so as to give those involved a fair hearing. The Arbitrator may admit any evidence deemed necessary or appropriate. The Arbitrator will set its own process and may:

- (1) make findings of fact;
- (2) decide if, on the facts, if bullying has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Arbitrator shall be final and binding and consistent with the terms of the collective agreement.

The Arbitrator shall be seized with any grievance(s) filed which pertain to the bullying complaint.

Clauses 1.7, 1.8, 1.9 and 31.13 of the agreement do not apply to this process.

This memorandum remains in force and effect for the term of this agreement.

**MEMORANDUM OF UNDERSTANDING 6**  
**Re: Clause 30.12 – Eligibility Requirements for Benefits**

The purpose of this memorandum is to establish STIIP entitlement requirements for eligible auxiliary employees who are on layoff and subject to recall. The entitlement requirements in this memorandum apply only to claims for STIIP benefits.

- (1) Auxiliary employees on layoff and who are unavailable to work due to illness or injury and who call in to their work unit/recall section at the times designated by the Employer, will be eligible for STIIP benefits provided a less senior auxiliary employee is recalled to do the available work. STIIP benefit entitlement will be based on the hours worked by the junior employee replacing the senior employee making the STIIP claim.
- (2) Notwithstanding 30.5(n)(5), auxiliary employees claiming entitlement to STIIP pursuant to this memorandum, may be required to provide the Employer proof of illness for each claim in accordance with Appendix 3, 1.4 criteria.
- (3) STIIP benefits under this memorandum are only payable to one auxiliary employee per recalled position in accordance with (1) above.
- (4) Auxiliary employees making a STIIP claim must call in to their work unit/recall section on a daily basis, unless the employee making a claim for STIIP provides acceptable medical documentation supporting an extended absence.

**MEMORANDUM OF UNDERSTANDING 7**  
**Re: The Application of Article 13.3(a)(4) and Article 19**

Regular employees who have opted for auxiliary recall and who are unable to work on recall or during the recall period due to illness or injury will be covered by Appendix 3, Part I STIIP, provided:

- (1) they meet all the conditions of the Plan, and
- (2) no other employee aside from the regular incumbent is in receipt of STIIP in respect of that work.

Notwithstanding Appendix 3, the extent of the STIIP benefit only covers the period of lost work opportunity.

**MEMORANDUM OF UNDERSTANDING 8**  
**Re: Auxiliary Employees - STIIP**

Subject to the eligibility requirements of Clause 30.12, auxiliary employees will continue to be covered by the provisions of Appendix 3, Part I as outlined in the 13th Public Sector Agreement signed May 23, 2001 (ie., seven months).

**MEMORANDUM OF UNDERSTANDING 9**  
**Re: Project Employees**

The parties agree to establish project employees as an alternate means of undertaking time limited project work. To meet these objectives, the following provisions will apply:

- (1) Project employees will be engaged for projects of 12 to 24 months' duration. Where a project employee is retained beyond the 24 month maximum, they will be deemed a regular employee from their initial date of hire.
- (2) Project employees' terms and conditions of employment shall be those applicable to regular employees under this agreement except as provided in this memorandum. In-service status shall not apply except as provided pursuant to (3) below.
- (3) At the completion of the project, such employees will receive severance pay in the amount of three weeks' pay per year of project service or portion thereof. Project employees will have no residual rights in respect of the application of any provision of the agreement following severance, except that in service status will apply for the six months following. A project employee shall re-pay severance if re-employed or contracted during the period equivalent to the severance pay.
- (4) Projects for which these employees may be hired shall be as mutually agreed by the Principals, or their designates, within five workdays or request, where possible, but no later than 10 workdays.
- (5) The Employer will provide copies of appointment letters, including the names of project employees and duration of the project, to the Union.

**MEMORANDUM OF UNDERSTANDING 10**  
**Re: Temporary Market Adjustments**

The parties recognize that recruitment and retention challenges with specific bargaining unit positions may occur over the life of the collective agreement. The intention of this memorandum is to provide an expeditious means of addressing salary issues which may be associated with such recruitment and retention challenges.

Temporary market adjustment(s) subject to this memorandum are guided by the following:

- (1) positions identified to receive a TMA may include specialized and/or unique positions that are not part of a larger generic group;
- (2) the TMA is not considered as base pay, but is pensionable and, effective April 1, 2013, is applied to overtime. Effective April 1, 2014, the TMA will be included in all calculations involving base pay;
- (3) an eligible employee in receipt of salary protection pursuant to clause 27.7 will have the TMA reduced by the corresponding amount of salary protection;
- (4) except in cases of temporary appointments and substitution pay, an eligible regular employee in receipt of a TMA will continue to receive the TMA should it be discontinued pursuant to 5 below so long as they remain in the position and the principle duties of the position remain unchanged;
- (5) any temporary market adjustment is subject to mutual agreement between the Bargaining Principals for the term of this agreement except that the Employer may terminate the payment of any TMA with 60 days' notice to the Union. Except as provided in 4 above, payment of the TMA will cease on the expiry or termination date.

This memorandum supersedes and nullifies any former agreement(s) respecting the matter of temporary market or wage adjustments.

The parties agree to temporary market adjustments as per the attached Appendix A to expire in accordance with 5 above.

**APPENDIX A TO MOU**  
**Re: Temporary Market Adjustments**

	<b>Position / Classification</b>	<b>TMA %</b>
1	Information Systems R24	6.6
	Information Systems R27	6.6
	Information Systems R30	9.9
4	Financial Officer R18 *	6.6
	Financial Officer R21 *	6.6
	Financial Officer R24 *	6.6
	Financial Officer R27 *	6.6
	Financial Officer R30 *	6.6

\* The TMA applies solely to those positions where a recognized accounting designation (ie., CMA, CGA, CA) is a requirement of the position and the incumbent possesses such designation.

**MEMORANDUM OF UNDERSTANDING 11**  
**Re: Union/Management Joint Training**

In keeping with the intent of building constructive union-management relations the parties have developed a one-day training program available to both steward and manager Step 2 designates.

The training program includes:

- appreciation of the other party's rights, roles and responsibilities in the workplace;
- understanding and application of the principles of problem solving;
- understanding and applying the basic principles of labour relations;
- understanding and applying basic elements of effective communication.

The training shall be carried out jointly, at the local level, by teams of qualified union and employer representatives.

Instructors shall receive appropriate training as agreed to by the parties.

Once the number of instructors has been established by the parties, union instructors shall be selected by the Union.

Union and management instructors who are members of the bargaining unit attending or delivering the training, including necessary travel time, will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

Stewards who attend training will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Union.

**MEMORANDUM OF UNDERSTANDING 12**  
**Re: Regular Part-time Employees**

The parties acknowledge that as a general principle regular part-time employees should have access to increased hours of work opportunities up to full-time hours prior to auxiliary employees.

In view of the above, the parties agree that regular part-time employees will be given the opportunity to accept work beyond their regular part-time schedule at Broadmead Care Society.

- (1) Regular part-time employees, with the agreement of the Employer, may specify that they wish to opt for temporary increased hours of work opportunities.
- (2) Such agreements identified in (1) above shall be in writing and be effective for a six-month period commencing April 1, 2001.
- (3) Where it is known for at least a week in advance that such temporary increased hours of work opportunity is available, the Employer, subject to operational requirements, will pre-schedule regular part-time employees on the basis of service seniority, prior to auxiliary employees, provided:
  - (a) opportunities for additional work assignments must be for at least a full block within a cycle (eg., five shifts on a 5:2 pattern; four shifts on a 4:3 pattern);
  - (b) the maximum biweekly hours shall not exceed the regular full-time hours of a full-time employee in the same work unit;

- (c) there shall be no increased cost to the employer, including but not limited to premiums or penalties attributed to going on or coming off the temporary increased hours of work schedule;
- (d) work assigned/offered must be within the same classification in which the regular part-time employee usually works as a regular part-time employee;
- (e) part-time employees whose part-time status is derived from a job share agreement shall not be entitled to increase their hours under this arrangement, except by mutual agreement;
- (f) lost work opportunities resulting from part-time regular employees accepting an increased hours of work opportunity or reverting to their part-time position following completion of the additional work assignment shall not be the employer's responsibility;
- (g) employees who have worked an increased hours of work schedule for any period in excess of two calendar weeks and who are subsequently unable to report for work due to illness or injury during the period of increased hours of work, and are entitled to benefits pursuant to Appendix 3, will have their stiiip benefit calculated on the basis of the increased hours. This calculation based upon increased hours of work will continue for the duration of the increased hours of work and thereafter revert to a benefit based upon the employee's part-time appointment;
- (h) vacation entitlement, pursuant to Article 18, shall be prorated based on increased hours of work.

### **MEMORANDUM OF UNDERSTANDING 13**

#### **Re: Scheduling of Earned Time Off and Vacation on Layoff**

Auxiliary employees who have earned time off (ETO) will have their earned time off scheduled as time off commencing at the effective date of lay-off.

Auxiliary employees may, on request, also schedule earned vacation credit commencing at the effective date of lay-off. In such cases, the provisions of Clause 18.5 shall not apply.

The auxiliary employee will not be subject to recall during the period of the scheduled earned time off or vacation.

Employees on scheduled ETO or vacation past the effective date of lay-off will not be grounds for a claim from another employee that he or she has been laid off out of order of seniority or that the employee had not been recalled in order of seniority.

### **MEMORANDUM OF UNDERSTANDING 14**

#### **Re: Gainsharing**

The parties acknowledge that suggestions for gainsharing improvements may arise or be negotiated at any time during the life of this agreement to provide additional (one-time, or ongoing) payments. Where such initiatives are identified, the Bargaining Principals will meet to review the proposal and consider whether it should be included within the scope of this memorandum.



**MEMORANDUM OF UNDERSTANDING 15**  
**Re: Priority Placement and Employment Equity**

The parties support the recruitment and development of a well-qualified and efficient workforce that is representative of the diversity of the people of British Columbia and the training and development of employees to foster career development and advancement.

The parties will cooperate in the identification and removal of barriers which restrict or inhibit people from being employed, advanced or trained.

Some examples of typical barriers are:

- discriminatory attitudes or behaviour such as bias, stereotyping and harassment by co-workers, supervisors and managers;
- failure to appreciate cultural differences because of a lack of familiarity with the cultural values of the designated groups or the group's lack of familiarity with the cultural values of the workplace;
- lack of information about opportunities for employment, training, special projects or promotions, etc.;
- physical barriers such as workplaces, facilities, jobs and tools that may need to be adapted for use by individuals from the designated groups;
- systemic barriers such as employment policies, practises and systems which have an adverse impact on designated groups. An example of a systemic barrier is a qualification statement requiring years of experience rather than specifying the type and depth of experience that is needed.
- In order to meet the above objectives and to redress existing employment imbalances and disadvantages the Employer may use remedial measures such as:
- providing career counselling, mentorship programs, internship training opportunities or other developmental opportunities to employees;

outreach recruitment encouraging members of designated groups to apply for jobs, providing them with information on employment opportunities, how to apply for positions, how to prepare for interviews, etc.

**MEMORANDUM OF UNDERSTANDING 16**  
**Re: Agreed-to List of Arbitrators**

The following represents the agreement reached between Broadmead Care Society and the BC Government & Service Employees' Union (BCGEU) respecting an agreed-to list of arbitrators, pursuant to the collective agreement, Article 9:

1. Mark Brown
2. Chris Sullivan
3. Karen Nordlinger, QC
4. John Hall

(assigned as mutually agreed)

Expedited Arbitrator	Mark Brown
Hours of Work Umpire	Chris Sullivan
Article 28 - Classification Arbitrator	John Kinzie and Robert Pekeles (assigned on a rotating basis)
Article 31.13 - Misuse of Managerial/Supervisory Authority	Chris Sullivan
Article 1.6, 1.7 and 1.8 - Human Rights, Sexual Harassment/Discrimination & Sexual Harassment Complaint Procedures	Agreed on a case-by-case basis

### **MEMORANDUM OF UNDERSTANDING 17**

#### **Re: Benefits and STIIP**

Broadmead Care Society is currently in a participation agreement with the BC Public Services Agency concerning the provisions of benefits.

Should the participation agreement with Broadmead Care Society be terminated for any reason, replacement provisions will be secured by mutual agreement.

In this Memorandum:

*Definitions:*

"Benefits" means: LTD, AD&D, EHC, Dental and Life Insurance

#### **Current Benefits**

The parties agree that the current benefits as provided by the collective agreement shall be maintained to March 31, 2016. The Claims Review Committee (CRC) will be deleted the earliest of March 31, 2016 or the expiry of the participation agreement, at which time disputed claims will be appealed by the contract carrier.

#### **Replacement Funding and Provisions:**

Subject to current costs as at March 31, 2016, the parties will redesign the benefits.

#### **Formation of Joint Utilization Committee:**

Currently, the utilization and cost of STIIP, LTD and WCB is higher than what the parties would like them to be.

The parties agree to establish a working group (four representatives, two from the Employer, two from the Union) within 30 days of ratification of the collective agreement. The purpose of the Committee is to jointly develop strategies to address the cost and utilization of these provisions.

### **MEMORANDUM OF UNDERSTANDING 18**

#### **Re: Economic Stability Dividend**

*Definitions*

1. In this memorandum of understanding:

"*Collective agreement year*" means each 12-month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement;

"*Economic Forecast Council*" means the Economic Forecast Council appointed under s.4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c.23;

"*Forecast GDP*" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"*Fiscal year*" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as "*the period from April 1 in one year to March 31 in the next year*";

"*Calendar year*" is a 12-month period starting January 1 and ending December 31 of the same year based upon the Gregorian calendar;

"*GDP*" or "*Gross Domestic Product*" for the purposes of the MOU means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"*GW*" or "*General Wage Increase*" means a general wage increase resulting from the formula set out in this MOU and applied as a percentage increase to all wage rates in the collective agreement on the first payday after the commencement of the 11<sup>th</sup> month in a collective agreement year;

"*Real GDP*" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "*Real Gross Domestic Product at Market Prices*" currently in November of each year.

#### *The Economic Stability Dividend*

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

### **LETTER OF UNDERSTANDING Re: Nigel House Cooks' Schedule**

The parties agree that the hours of work schedule for the cooks at Nigel House predates Broadmead Care Society's acquisition of Nigel House, and is not contemplated in Appendix A, Article 4.

The parties therefore agree to "*grandparent*" the current cooks' schedule on a without prejudice and precedent basis until an alternative schedule is agreed and implemented, no earlier than August 31, 2014. It is understood that this "*grandfathered*" schedule will not be applied to any other classifications under Appendix A.

The hours of work schedule for the cooks at Nigel House will be reviewed by the principles within 30 days of ratification of the collective agreement to consider alternative schedules. The parties acknowledge that amendments to the scheduling options contained in Appendix A, Article 4 may be necessary, as mutually agree.

## APPENDIX A - HOSPITAL & ALLIED SERVICES

*Definition* - Includes those positions providing direct care in institutions or support services generally, and whose classifications are listed in Appendix 2A.

### ARTICLE 3 - POSITIONS TEMPORARILY VACANT

#### 3.1 Positions Temporarily Vacant

Except in the case of an emergency, the Employer agrees to make every reasonable effort to ensure that an employee's workload will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation, or any other reason.

#### 3.2 Substitution

Substitution to a higher level position shall be offered to the most senior available qualified employee in the appropriate classification, subject to:

- (a) The employee's ability to perform the job; and
- (b) A current satisfactory evaluation report; and
- (c) Licensed Practical Nurses who are required to work as a nurse in charge on any shift shall be entitled to compensation of \$1.25 per hour for each shift.

#### 3.3 On Call Lists

Where relief is required for positions temporarily vacant due to illness, vacation, leaves of absence, or for regular employees temporarily substituting in higher paying positions pursuant to Clause 3.2 above, the Employer agrees to maintain a list of on call employees to provide such relief.

### ARTICLE 4 - HOURS OF WORK

#### 4.1 Hours of Work and Work Schedules

- (a) Hours of work and work schedules for all employees shall be pursuant to Article 14 - Hours of Work schedules shall be by mutual agreement between the Employer's designate and the Union's designate at the local level. Where mutual agreement has been reached for work schedules at the local level, copies of such schedules shall be submitted to the Employer and to the Union.
- (b) Adjustments in the annual work schedule will be made to reflect the provisions of Clause 14.3 of the agreement for those employees whose regularly scheduled workday exceeds seven hours.
- (c) Work scheduling shall be within the following guidelines:
  - (1) Basic work schedules and scheduling of surplus, shortage and/or lieu days as associated with the work schedules shall be as follows:

	Shift Pattern	Length of Scheduled Workdays	Total Hours Per Cycle	Shifts Per Cycle	Cycles Per Year	Total Annual Hours	Statutory Holiday Hours	Surplus or Shortage (Days)
#1	5:2	7.5	37.5	5	52.14	1955.25	Not Worked	17
#2	5:2	7.5	37.5	5	52.14	1955.25	Worked 77.25	18
#3	5:2	7.0	35	5	52.14	1825	Not Worked	0
#4	5:2	7.0	35	5	52.14	1825	Worked 81.90	0
#5	4:2	7.5	30	4	60.83	1824.90	Worked 81.90	0
#6	4:4	7.5	30	4	45.625	1368.75	Worked 84	-61
#7	4:3	8.0	32	4	52.14	1668.48	Worked 84	-19
#8	4:3	8.75	35	4	52.14	1824.90	Worked 81.90	0

(2) In recognition of the peculiar circumstances that do exist in certain areas the parties hereto agree to extend the foregoing parameters to grant increased flexibility to the Employer's designate and the Union's designate at the local level to negotiate shift schedules to suit the exigencies of the service.

(3) Notwithstanding the work pattern selected, a meal period of not less than one-half hour and not more than one hour is guaranteed, except where included in the scheduled shift.

(4) In certain special cases, where work sometimes depends on appropriate climatic or seasonal conditions, temporary departures from established work schedules may be allowed. In these cases, establishment of work schedules, not exceeding 10 hours per day for the particular case involved, will be permitted by mutual agreement at the local level. An accurate record of actual time worked shall be maintained.

(5) In accordance with operational requirements and subject to (c)(6) below, the surplus and/or lieu days off will be scheduled by mutual agreement by the following methods:

- Scheduled into the roster which may be attached to the normal days of rest;
- Scheduled into the roster which may not be attached to the normal days of rest;
- Block of days attached to annual vacations and scheduled as per Articles 6 Annual Vacations for Employees and 11 - Auxiliary Employees;
- Block of days not attached to annual vacations;
- Random days which may or may not be attached to days of rest;
- A combination of the above.

(6) Surplus and/or lieu days not scheduled or taken in accordance with (c)(5) by July 1 of the current year shall be scheduled by mutual agreement to be taken by January 31 of the following year.

(7) Where surplus and/or lieu days are not scheduled or taken by January 31 of the following year, the Employer will make all reasonable effort to make payment by the next pay period immediately following January 31.

#### **4.2 Interruptions in Work Patterns**

(a) It is agreed that interruptions to the pattern of days worked and days off in employee work schedules shall be kept to a minimum.

(b) It is further agreed that should such interruptions occur, the resulting shortage or surplus shall be remedied within a three month period following the quarter in which they occurred.

(c) It is further agreed that the Employer will furnish employees whose work schedules have been interrupted with a notice at the end of each quarter indicating the number of days owed either by the Employer or the employee resulting from the interruption of work patterns.

#### **4.3 Meal Periods**

(a) Meal periods shall be at least one-half hour and not more than one hour in length and shall be scheduled as close as possible to the middle of the scheduled workday except by mutual agreement between the Employer's designate and the Union's designate at the local level.

(b) An employee shall be entitled to take their meal period away from the workstation, unless prevented by operational requirements. In such cases, the meal period shall be considered as time worked and included in the work schedule or compensated for at the applicable overtime rate.

#### **4.4 Change of Work Location**

(a) Except in the case of temporary assignment changes for a duration of less than one month, and except in the case of emergencies, the Employer will give a regular employee 14 days' advance notice in writing stating the reasons, prior to implementing any change in the employee's designated work location.

(b) In the above-cited circumstances, shop stewards will be given an additional seven days' advance notice prior to implementing any change in the steward's designated work location.

(c) For the purpose of this clause, work locations are defined:

- (1) The Lodge at Broadmead and Veterans' Health Care Centre
- (2) Nigel House and Harriet House

(d) Notwithstanding (a) and (b) above, the Employer will continue to, wherever possible, give as much notice as possible of a change in an employee's designated ward or equivalent area.

(e) The provisions of (a), (b), and (d) above do not apply to those regular employees designated as floating relief.

#### **4.5 Rotation**

Where the Employer's designate and the Union's designate at the local level agree that shifts be rotated, the shifts shall be rotated on an equitable basis among the employees involved.

#### **4.6 Split Shifts**

(a) The Employer and the Union agree that employees shall not be required to work split shifts except by mutual agreement of the parties.

(b) Split Shifts may be amended by mutual agreement in accordance with (a) above.

(c) For split shift employees where a break longer than one hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:

- (1) effective March 29, 2009, 55¢ per hour; or
- (2) the relevant shift premium.

No employee shall receive both premiums.

#### **4.7 Christmas or New Year's Off**

Subject to Clause 17.6, the Employer's designate and the Union's designate at the local level will endeavour to decide which methods will be used to enable the maximum number of employees, as operations permit, to receive at least Christmas Day or the following New Year's Day off.

#### **4.8 Request for Change of Ward or Equivalent Area or Shift Pattern**

(a) Employees requesting a change in their designated ward or equivalent area or shift pattern shall do so in writing and shall receive a written response within 30 calendar days. Reasonable effort will be made to accommodate such requests, where a vacancy exists. If the request is denied, reasons will be included in the response.

- (b) Where the Employer's designate and the Union's designate at the local level agree that wards or equivalent area be rotated, rotation will be done on an equitable basis among the employees involved.

#### **ARTICLE 5 - OVERTIME**

##### **5.1 Overtime Authorization**

- (a) The Employer will submit to the Union a list of positions designated to authorize overtime.
- (b) These designated management personnel shall be deemed to have delegated to a lower position the authority to authorize overtime if such delegation is made in writing.

##### **5.2 Overtime Compensation**

- (a) Employees shall have the option of being compensated for overtime in cash or compensatory time off.
- (b) If the employee elects to take compensatory time off, the Employer shall make every reasonable effort to schedule such time off by mutual agreement within 60 days from it being earned.
- (c) If mutual agreement on the scheduling of compensatory time off cannot be reached within 60 days from it being earned, such unscheduled compensatory time off shall be taken in cash and the provisions of (d) below shall apply.
- (d) Where overtime earned is paid in cash the Employer shall make every reasonable effort to make payment by the end of the month following the month in which the overtime cash payment was requested. Any overtime outstanding at the fiscal year end or on termination, shall be paid in cash at that time.

#### **ARTICLE 6 - ANNUAL VACATIONS FOR EMPLOYEES**

##### **6.1 Vacation Period**

- (a) Employees shall be permitted to take their vacation entitlement at any time during the calendar year as the vacation schedule based on operational requirements permits. The Employer shall allow the maximum number of employees to take their complete vacation entitlement during the period April 15 to October 15 inclusive.
- (b) The Employer's designate and the Union's designate at the local level shall meet by October 1 to discuss methods to facilitate (a) above. This time limit may be altered or this meeting waived by mutual consent of the designates. By October 1, the Employer shall commence soliciting employee vacation requests for the following year.

##### **6.2 Preference in Vacation**

- (a) Vacations shall be granted on the basis of service seniority within a classification series in the work following units:
1. *The Lodge at Broadmead and Veterans Health Care Centre*
    - (a) Activity Workers
    - (b) Environmental Services
    - (c) Food Services
    - (d) Residential and Community Programs
  2. *Nigel House and Harriet House*

- (a) Activity Workers
- (b) Food Services
- (c) Residential Care

An employee shall be entitled to their vacation in an unbroken period. Employees wishing to split their vacations shall exercise seniority rights in the choice of their first vacation period. Such seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.

- (b) All employees' requests for first choice of vacation selection shall be completed by December 15.
- (c) All employees' requests for second choice of vacation selection shall be completed by January 15.
- (d) All employees' requests for subsequent choices of vacation selection shall be completed by January 31.
- (e) All employees must have exercised their seniority rights by the dates specified above. An employee who does not exercise their seniority rights by the specified dates shall not be entitled to exercise them with respect to any vacation time previously selected by an employee with less seniority.
- (f) Subject to 6.3(a), the dates provided for in Clauses (b), (c) and (d) above may be altered at the local level by mutual agreement of the parties' designates.

### **6.3 Vacation Schedules**

- (a) Vacation schedules will be posted by March 1 of each year. This date may be altered at the local level by mutual agreement of the parties' designates.
- (b) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

## **ARTICLE 7 - SAFETY AND HEALTH**

### **7.1 Hygiene Facilities**

- (a) In the interest of public health and general hygiene, proper facilities shall be provided in order that employees may shower and change their clothes.
- (b) Lockers, which may be locked, shall be provided for all employees required to change their clothes.
- (c) To facilitate the above, local Occupational Health and Safety Committees will make recommendations regarding improving existing facilities and creating new facilities outlined in (a) and (b) herein, in accordance with their terms of reference as outlined in Clause 22.3.

## **ARTICLE 8 - WORK CLOTHING**

### **8.1 Supply of Work Clothing**

- (a) The Employer agrees to provide the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of dress.
- (b) Female employees who are required to wear uniforms because of the nature of their work will be supplied with appropriately tailored pant suits as an alternate to the standard form of dress for incumbents of those positions as mutually agreed between the Employer's designate and the Union's designate at the local level.



- (c) Changes in style or colour shall not be introduced except as mutually agreed between the Employer's designate and the Union's designate at the local level.
- (d) The Employer recognizes the responsibility to provide employees, who are required to wear a uniform, with a quantity necessary to maintain required standards of hygiene.
- (e) Protective clothing for Activity Workers will be supplied where required.

## **8.2 Clothing Allowance**

The Employer and the Union recognize that Health Care Workers working in treatment programs may be required to wear street clothes. In such instances, such employees shall be provided with an annual clothing allowance which shall be paid on a biweekly basis. The annual clothing allowance shall be as follows:

- (a) effective November 7, 2012, \$240; and
- (b) effective April 1, 2013, \$245.

## **8.3 Maintenance of Clothing**

It shall be the responsibility of the Employer to clean, launder, and maintain all clothing issued and required to be worn by the Employer.

## **8.4 Union Label**

Upon depletion of existing stock, all uniforms and clothing issued by the Employer shall, whenever practical, bear a recognized union label.

# **ARTICLE 9 - TRAINING AND CAREER DEVELOPMENT**

## **9.0 Training and Career Development**

- (a) The parties recognize that improved equipment, methods, and procedures create changes in the job structure of the workforce. The parties further recognize that a skilled workforce is maintained through training sufficient to enable employees to perform their current employment duties. Subject to Article 22, the Employer shall determine the training necessary for employees to perform their current employment duties.
- (b) The parties also recognize and support opportunities of ongoing education and training for employees. This may include the opportunity to attend conferences, workshops, online or distance education/correspondence courses, seminars or symposia related to the employee's field of practise or specialization.
- (c) The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. The matter of career development shall be dealt with in a manner consistent with Clause 20.8.

# **ARTICLE 10 - PAYMENT OF WAGES AND ALLOWANCES**

## **10.1 Dirty Pay**

Laundry employees required to sort heavily soiled laundry shall have up to 15 minutes before their meal break and before the end of their shift for the purpose of personal wash up and shall be paid a premium, effective March 29, 2009, of 90¢ per hour for all hours on each shift so worked, provided they have worked at least one hour of the shift under such conditions.

**ARTICLE 11 - AUXILIARY EMPLOYEES****11.1 Application of Agreement**

The following provisions do not apply to auxiliary employees 4.4, 4.7, 6.1, 8.2 and 9(b).

**11.2 Seniority Units**

For the purposes of Clauses 30.3(a) and 30.5(a) of the agreement, Units shall be defined as follows:

**Broadmead Care Society****1. The Lodge at Broadmead and Veterans Health Care Centre**

- (a) Activity Workers
- (b) Environmental Services
- (c) Food Services

**2. Nigel House and Harriet House**

- (a) Activity Workers
- (b) Food Services

**3. The Lodge at Broadmead and Veterans Health Care Centre and Nigel House and Harriet House**

- (a) Residential and Community Programs

**11.3 Annual Vacation**

Pursuant to Clause 30.11, when an auxiliary employee qualifies for annual vacation leave, their selection(s) of vacation period(s) shall not restrict the choices of regular employees. Such auxiliary employees shall select their vacation periods in accordance with the methods outlined in Clauses 18.11 and 6.3.

**11.4 Auxiliary Days of Rest**

- (a) Auxiliary employees hired on an "on call" basis shall not be recalled to available work unless they have had at least two days off in the six calendar days immediately preceding the available work, unless precluded by insufficient on call staff being available.
- (b) Auxiliary employees who work the same number of consecutive full shifts at straight-time rates as regular employees in the same classification covered by the same local Hours of Work Agreement, shall be given the same number of consecutive days of rest as the regular employees. Such days of rest shall be contiguous with and immediately following the days worked. Auxiliary employees shall not have the right to be recalled on those days of rest.

**11.5 Clothing Allowance**

Auxiliary nursing employees who are required to wear street clothes shall be eligible for benefits under Clause 26.5 upon completion of 1827 hours of work at straight-time rates in 33 pay periods.

**ARTICLE 12 - GENERAL CONDITIONS****12.1 Supply and Maintenance of Equipment**

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or

properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

### **12.2 Administration of Medication**

Employees required to administer injections or substances defined by the *Narcotic Control Act* shall be trained at the expense of the Employer.

### **12.3 Safety Footwear**

Regular employees who are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toe footwear in the performance of their regular duties, where not provided by the Employer, shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed as follows:

- effective April 1, 2013: \$133.50 biennially
- effective April 1, 2016: \$136.50 biennially
- effective April 1, 2018: \$140.95 biennially

Such reimbursement may be received only once every two calendar years.

Part-time regular employees shall receive this reimbursement on a pro rata basis.

*Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.*

## **APPENDIX B - SOCIAL, INFORMATION & HEALTH**

*Definition* - Consists of those classifications involved in sociological, cultural, education, research, health care delivery, and the direct technical support functions thereto, and whose classifications are listed in Appendix 2A.

## **ARTICLE 2 - COMPONENT RECOGNITION AND RIGHTS**

### **2.2 Union Representatives**

(a) The Employer recognizes that in some circumstances it is difficult for the President or the paid union representatives to meet with employees outside of normal working hours. In such cases, the President or the President's designate shall submit a request in writing to the Employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one hour's duration. Attendance at such meetings shall be considered as time worked.

(b) The Employer may, upon written request from the President of the Union or the President's designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session, seminar or conference sponsored by the Employer. Such permission will not be unreasonably withheld.

## **ARTICLE 3 - HOURS OF WORK**

### **3.1 Preamble**

(a) The regular workweek for employees covered by this agreement shall consist of up to five consecutive days between Monday and Friday inclusive; however, the parties recognize the Employer's right to establish the hours of operation and the Union's right to negotiate work schedules to meet the hours of operation in accordance with the provisions of this article.

(b) The regular workday shall consist of no more than nine hours per day (including authorized travelling time) exclusive of meal periods. Regular hours worked in accordance with this article shall total 35 hours per week averaged over a two-week period.

### 3.2 Work Schedules

Work schedules shall be mutually agreed to between the Employer's designate and the Union's designate at the local level in accordance with the following:

(a) *Shift Patterns*

- (1) Five days on/two days off;
- (2) Five days on/two days off; four days on/three days off;
- (3) Four days on/three days off.

(b) *Scheduling of Hours*

- (1) Starting and finishing times scheduled by mutual agreement.
- (2) Starting and finishing times unscheduled.
- (3) Starting and finishing times unscheduled around a mutually agreed core period.
- (4) Starting and finishing times unscheduled within a mutually agreed entry and exit period around a mutually agreed core period.

In sub-paragraphs (2), (3) and (4) above, the starting and finishing times are subject to Clause 14.7 Flextime, and the parties acknowledge that the employee shall choose their starting and quitting times in accordance with the aforesaid clause and the provisions in this clause.

(c) Any reasonable recurring combination of the above shift patterns may be implemented by mutual agreement provided that the relevant articles in the agreement are not contravened.

(d) A record of the employee's work schedule shall be maintained at the local level.

(e) When statutory or designated holidays fall within a two-week scheduling block, the additional hours to be worked in order to average 70 hours during the two-week block may be carried over to the next two-week scheduling block, if the scheduling of those additional hours is not possible during the original two-week period.

### 3.3 Meal Periods

(a) Meal periods shall not exceed one hour in length and shall be scheduled as closely as possible to the middle of the shift.

(b) An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked and compensated for subject to Article 5 - Overtime Compensation.

### 3.4 Scheduling of Lieu Days

Pursuant to Clauses 17.3 - Holiday Falling on a Day of Rest, and 17.4 - Holiday Falling on a Scheduled Workday, lieu days accruing from statutory or designated holidays shall be taken either immediately before or after the paid holiday but in any event not more than two weeks from the date of the paid holiday. If the lieu day is not taken within two weeks, it shall be immediately scheduled on the vacation roster.

### **3.5 Split Shifts**

There shall be no split shifts scheduled except by mutual agreement between the Employer and the Union.

### **3.6 Work Location**

Every employee covered by this agreement shall be assigned, in writing, a work location.

### **3.7 Dieticians**

The regular workweek for dieticians shall consist of up to five consecutive days for a total of 35 hours per week averaged over a two-week period.

### **3.10 Standby**

The Employer will consult with the Union prior to initiating standby programs (involving regular employees) where they have not existed previously. This provision shall not apply to standby situations made necessary by emergency conditions.

## **ARTICLE 4 - WORK SCHEDULES FOR EMPLOYEES WORKING ROTATING SHIFTS**

### **4.1 Application**

The provisions of this article shall apply to employees who work rotating shifts.

### **4.2 Work Schedules**

Work schedules for employees who work rotating shifts shall be based on the following provisions:

(a) Shift patterns shall be:

- (1) five days on/two days off;
- (2) four days on/two days off;
- (3) four days on/three days off; or
- (4) any reasonable recurring combination of the above.

(b) Shifts shall be rotated on an equitable basis among the employees involved. Employees may only be frozen in a specific shift by mutual agreement between the Employer and the Union.

### **4.3 Split Shifts**

(a) The Employer and the Union agree that employees will not be required to work split shifts except by mutual agreement of the parties.

(b) Where the Employer schedules a break longer than one hour, a premium shall be paid for all hours worked which shall be the greater of:

- (1) Split shift premium 55¢ per hour, effective March 29, 2009; or
- (2) The relevant shift premium.

No employee shall receive both premiums.

### **4.4 Meal Periods**

(a) Meal periods shall be scheduled as close as possible to the middle of the shift and wherever possible to correspond to dining room facilities where such facilities are available.

(b) Meal periods shall be a minimum of 30 and not more than 60 minutes in length as mutually determined by the Union's and the Employer's designated representatives at the local level. An

employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the time worked shall not exceed the scheduled workday or the applicable overtime rates shall apply.

#### **4.5 Days of Work**

- (a) Unless otherwise agreed to by the Bargaining Principals, no employee shall be scheduled to work more than five consecutive days.
- (b) Employees required to work shifts shall receive a minimum of two consecutive days off within a seven-day period.

#### **4.6 Work Location**

- (a) Where employees are required to report to a central location in order to be assigned their work location, their shift shall commence from the time they are required to report for assignment.
- (b) Except in the case of temporary assignment for a duration of less than one month, and except in the case of emergencies, the Employer shall give a regular employee two weeks' advance notice, in writing, stating the reasons, prior to implementing any change in the employee's designated work location.

### **ARTICLE 5 - OVERTIME**

- (a) An employee will be entitled to receive overtime compensation in accordance with Article 16 Overtime and:
  - (1) after the daily hours scheduled at the local level; or
  - (2) after 70 hours averaged over a two-week period for those employees designated by the Employer, pursuant to Clause 14.7 - Flexitime; or
- (b) Employees shall have the option of receiving cash for overtime compensation or equivalent compensatory time off subject to (c) below.
- (c) If the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee.
- (d) At the end of each pay period, the employee shall indicate to the designated Employer representative, the amount of overtime worked and the option of compensation elected. Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which overtime was worked.

### **ARTICLE 6 - CAREER DEVELOPMENT**

#### **6.1 Purpose**

- (a) Both parties recognize that changing legislation and policy, improved equipment, methods, and procedures may create changes in the job structure of the workforce. The parties also recognize the need to provide employees with the opportunity for career development.
- (b) The provisions of this article are intended to assist regular employees in maintaining and improving skills, to assist them in preparing for promotion, and to improve the quality of service offered to the citizens of British Columbia.

## 6.2 Subcommittees on Education and Training

- (a) Subcommittees on education and training may make recommendations to the Joint Committees on:
- (1) In-service training needs and programs and training assistance.
  - (2) Training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications.
  - (3) Minimum training periods free from normal workload responsibilities.
- (b) Whenever necessary, the Joint Committees may seek the advice of internal or external training resources.

## 6.3 Professional Development

- (a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, regular employees shall be entitled to up to 10 days' leave with pay per year for the following purposes:

- (1) To attend conferences or conventions related to the employee's field or specialization.
- (2) To participate in seminars, workshops, symposia, online or distance education/correspondence courses, or similar out-service programs to keep up-to-date with knowledge and skills in their respective field.
- (3) In the case of chaplains, professional development shall include activities of the employee's religious denomination which are necessary to the maintenance of the employee's credentials.
- (4) A maximum of two of the 10 Professional Development Days shall be available to undertake research of work related topics approved by the supervisor. Scheduling shall be by mutual agreement.

A request for leave under this clause must include a research plan and the employee will be required to submit a report upon completion.

- (b) Professional development leave shall not be cumulative.
- (c) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job. On their return, the employee will submit a summary of the symposium/seminar to the Employer for distribution to other employees.
- (d) The Employer may reimburse an employee, proceeding on professional development leave, all or part of their expenses.
- (e) An employee who attends a conference, convention, seminar, staff meeting, or meeting of a similar nature, at the request of the Employer, shall be deemed to be on duty and, as required, on travel status; however, such time shall not be counted as part of the professional development leave.
- (f) Where an employee participates in pre-approved professional development activity, pursuant to this clause, on a day of rest, they will be allowed the equal time off at a mutually agreed time. This clause is not intended to include time spent on travel.

#### **6.4 Exchange Programs**

The Employer agrees that exchange programs between Broadmead Care Society and other jurisdictions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances.

#### **6.5 Equipment Demonstrations**

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee shall, upon approval of their application, be entitled to attend such demonstrations, conferences or seminars. Time spent in travel and in attendance will be considered as time worked.

#### **6.6 In-Service Examinations**

Employees shall be permitted to write any in-service examinations required by the Employer upon completion of the necessary terms of service and/or upon completion of the required in-service training program. Employees who fail to successfully complete any in-service examination shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the first available opportunity after completion of a further six months service.

#### **6.7 Preparation for Examination**

Where workloads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Employer and to complete courses offered by the Employer. The parties recognize, however, that the employees who avail themselves of the provisions of this clause have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

### **ARTICLE 7 - WORK CLOTHING**

#### **7.1 Protective Clothing**

(a) The Employer shall continue to provide all wearing apparel and/or protective clothing presently issued to employees. Changes in present issue shall be by mutual agreement between the parties except where such changes are the result of changes in the nature of the employee's job that precludes the need of such clothing.

(b) Protective clothing required for work under abnormal conditions may be made generally available. This is not intended to mean that protective clothing may not be individually assigned to an employee where the situation dictates. This provision is not intended to apply to clothing normally worn to and from work.

#### **7.2 Uniforms**

(a) Where the Employer requires the employee to wear distinctive or identifying clothing, the Employer shall provide such clothing.

(b) The Employer agrees that for all clothing and equipment required pursuant to (a) above, replacement will be issued upon presentation of worn-out items. Any dispute regarding the need for replacement of any item shall be resolved by local union and management representatives.



### **7.3 Union Label**

All uniforms and clothing issued by the Employer shall, wherever possible, be union made and bear a recognized union Label.

### **7.4 Maintenance of Work Apparel**

(a) The Employer shall be responsible for the laundering, dry cleaning and maintenance of all apparel supplied by the Employer. Where an employee is required to maintain, clean or repair the uniform or clothing issued, the employee shall receive an allowance of:

effective April 1, 2013:                   \$27.50 per month

for such maintenance and repair.

(b) Dry cleaning or laundering which is required as a result of an unusual incident occurring while on duty shall be the responsibility of the Employer.

## **ARTICLE 8 - ANNUAL VACATIONS**

### **8.1 Prime Time Vacation Period**

(a) Subject to the provisions of this article, it is the intent of the parties that no employees shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four weeks of their vacation entitlement during the period of May 1 to September 30, inclusive, which shall be defined as prime time vacation period.

(b) For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time vacation period if they so desire.

### **8.2 Preference in Vacation**

(a) Vacations shall be granted on the basis of service seniority within a classification series in the work unit.

(b) An employee shall be entitled to receive their vacation in an unbroken period.

(c) Where an employee chooses to break their vacation entitlement, additional selection(s) shall be made only after all other employees concerned have made their initial selection(s). Such additional selections shall be made in order of seniority. Vacations granted and commencing prior to the posting of the schedule shall be by seniority and shall not be considered as a selection under this article.

### **8.3 Vacation Schedules**

(a) Completed vacation schedules will be posted by March 1 of each year. The date of posting the schedule may be altered at the local level by mutual agreement of the Local Chairperson and the employer designate but not earlier than February 1 or later than April 1. The vacation schedule will be circulated no less than 3 weeks prior to the schedule being posted.

(b) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every

effort shall be made to grant vacation at the time of the employee's choice. If an employee is relocated by the Employer, they will be given the vacation time previously selected.

(d) In accordance with Clause 18.3(e) - Vacation Scheduling, vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

## ARTICLE 9 - HEALTH AND SAFETY

### 9.2 Investigation of Safety Matters

(a) An employee who is a member of a Local Occupational Health and Safety Committee and who has been authorized by that committee to investigate safety matters shall not suffer any loss of basic pay for time so spent.

(b) Investigation of safety matters pursuant to Clauses 22.3(c)(2) - Joint Occupational Health and Safety Committee, and 22.5 - Investigation of Accidents of the agreement by an employee shall be without loss of basic pay. The employee shall be designated pursuant to the *Workers Compensation Act*.

### 9.3 Safety Equipment

The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations.

## ARTICLE 11 - AUXILIARY EMPLOYEES

### 11.1 Auxiliary Seniority Units

Pursuant to Clause 30.5 - Layoff and Recall of this agreement, the seniority unit shall be as follows:

#### Broadmead Care Society

Should it become necessary to amend the following as a result of operational or organizational changes, the matter shall be referred to the Joint Committee concerned, where it exists, for consideration and recommendation to the Bargaining Principals.

### 11.2 Auxiliary Days of Rest

(a) Auxiliary employees hired on an "on call" basis shall not be recalled to available work unless they have had at least two days off in the six calendar days immediately preceding the available work, unless precluded by insufficient on call staff being available.

(b) Auxiliary employees who work the same number of consecutive full shifts at straight-time rates as regular employees in the same classification covered by the same local Hours of Work Agreement, shall be given the same number of consecutive days of rest as the regular employees. Such days of rest shall be contiguous with and immediately following the days worked. Auxiliary employees shall not have the right to be recalled on those days of rest.

## ARTICLE 12 - GENERAL CONDITIONS

### 12.1 Supply and Maintenance of Equipment

(a) An employee shall not suffer loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, supplies, or by reason of power failure or other circumstances occurring at the place of work.

(b) This clause shall not apply to short-term relief personnel beyond the day of occurrence.

## 12.2 Positions Temporarily Vacant

- (a) The Employer agrees to make every reasonable effort to ensure that the workloads of employees will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation leave, in-service training, or any other reason.
- (b) The Employer will make every reasonable effort to maintain a list of qualified on call employees to provide vacancy coverage and to make every reasonable effort to backfill vacant positions.
- (c) Where a position is temporarily vacant and no backfill is provided, the Employer will take such steps as may be necessary to ensure that workload is not unnecessarily increased.
- (d) Where an employee is unable to complete assignments or fulfil other workload obligations and has received direction from the Employer as to how to proceed, responsibility for any consequences of complying with the direction will not rest with the employee.
- (e) For purpose of substitution, first refusal shall be given to regular employees who are qualified to perform the work of the position requiring substitution, and whose most recent employee appraisal indicates satisfactory performance.
- (f) Where a substitution opportunity arises pursuant to (e) above, the Employer will give consideration to offering the opportunity to regular employees in the headquarters area where the opportunity exists, provided the employees have given the Employer written notice of their interest to substitute and they meet the criteria established in (e) above. The parties recognize that it may not be appropriate for certain substitution opportunities to be offered to employees in a specific headquarters area. It is agreed that where the Employer determines that it is not operationally advantageous to select from these employees, the provisions of (e) above shall apply.

## 12.3 Hosting Expenses

Where employees have guest speakers, recruiting officers, consultants, community relations personnel, or other non-service personnel at their workplace in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.

## 12.5 Damage to Personal Property

Where an employee's personal property, excluding private automobiles, utilized in the performance of their duties is damaged by a client, patient, or resident while the employee is carrying out their duties, and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement.

## 12.6 Personal Research

Subject to approval by the Employer, an employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

## 12.7 Copyrights

- (a) (1) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee in the course of their duties for the Employer, shall be retained by the Employer.
- (2) The Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.

- (b) The Employer agrees that an employee may prepare articles, technical papers and/or instructional notes on their own time, and copyright for such material shall be vested in the employee.
- (c) Confidential information shall not be disclosed without written permission of the CEO.

### **12.8 Oaths and Medical Examinations**

When the Employer requires employees to take oaths, or undergo medical examinations or x-rays as required for employment, the Employer shall grant the necessary time off.

#### **12.11 Lockers**

Where employees are required to change their uniforms in the course of their normal duties, and where space is available, lockers, which can be locked, shall be provided.

#### **12.12 Vehicles**

If an employee is required to use their own automobile in the performance of their duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

## **ARTICLE 13 - ALLOWANCES**

### **13.1 Trainees' Expenses**

(a) Employees who are required by the Employer to participate in in-service training or orientation courses of a duration of 30 days or less shall be reimbursed for accommodation, meals, and travel expenses according to the provisions of the Employer's current travel expense regulations. Accommodation, board, and lodging allowances for employees required to attend in-service courses of a duration of more than 30 days shall be in accordance with the Employer's current regulations pursuant to Clause 27.15 - Accommodation, Board and Lodging. The provisions of this clause do not apply to a new appointee to Broadmead Care Society where that employee is assigned to a training centre as their initial posting.

## **APPENDIX 4 Workload**

It is in the interest of the Employer and the employees that all employees are aware of their job expectations and responsibilities.

It is the responsibility of supervisors and managers to ensure that staff perform their duties in accordance with the Employer's Policies and Procedures and to ensure that procedures are in place to address statutory service demands.

Where an employee is concerned that they cannot complete assignments or respond to urgent matters to fulfil statutory and other obligations to a client(s), it is their responsibility to immediately seek advice and direction from their direct supervisor.

Where work demands and priorities cannot be accomplished within appropriate time frames, supervisors must consult with management and management will determine methods and procedures regarding work demands and priorities to ensure that service quality is maintained by employees and the Employer.

To assist in achieving the above objectives, the following procedures shall be utilized when an employee is of the opinion that they are unable to fulfil statutory and other obligations to a client(s) because of their work demands. All participants in these procedures will act in a timely and expeditious fashion at each stage. Where the employee is not satisfied with the timeliness of the response at any stage, they may proceed to the next stage.

**Stage 1**

The employee shall discuss the matter with their direct supervisor and specify what work demands are causing them to be unable to fulfil the statutory and other obligations of their job. The direct supervisor will direct the employee as to the manner in which the employee should proceed in order for the employee to carry out their assigned duties. Within 14 days the supervisor will attempt to resolve the matter.

**Stage 2**

If after the completion of Stage 1, the employee continues to hold the opinion that they are unable to fulfil statutory and other obligations to a client(s) because of the specified work demands, then the employee will advise their direct supervisor, in writing on the agreed form, of this fact, giving reasons and details of the work demands which give rise to the employee's continuing view that they are unable to fulfil the statutory and other obligations of their job. These details shall include identification of the specific legislative and other provisions which the employee believes they are unable to fulfil.

A designated representative of the Employer, who is excluded from the bargaining unit, will develop with the supervisor a written direction to the employee within 14 days as to how the employee is to proceed in order for the employee to fulfil statutory and other obligations to a client(s). Responsibility for any consequences of complying with the direction will not rest with the employee. The designated representative of the Employer shall ensure that a copy of the documentation including the written direction will be forwarded to the next level of excluded manager and to the local Union Chair through the Union area office.

**Stage 3**

Should the employee continue to hold the opinion that they are unable to fulfil their statutory and other obligations after the completion of Stage 2, the employee may refer the matter, in writing, to the Article 29 Committee. The Article 29 Committee shall develop process and procedures appropriate to the context to address the issues, including establishing sub-committees where appropriate. The Article 29 Committee will provide a response within 30 days of the matter being reviewed at the Committee. The employee will be provided with a copy of this response in writing. Responsibility for any consequences of complying with the direction will not rest with the employee.

A copy of the complete documentation regarding the matter will be provided to the CEO.

This appendix is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the collective agreement.

**APPENDIX 5 - Hours of Work - Systems Employees**

The parties agree that a committee, consisting of two union representatives and two employer representatives shall meet, at the call of either party, to review and make recommendations regarding hours of work for employees in the Social, Educational and Health Services Component employed in systems classifications.

Recommendations must be consistent with the terms of the agreement and will be submitted to the Bargaining Principals for approval.

Dated: August 18, 1998

## APPENDIX C - ADMINISTRATIVE SERVICES

*Definition* - Consists of those classifications which act in direct support to administrative, social and legal programs by providing such services as clerical, stenographic, business-machine operation, etc., or which are of an administrative or supervisory nature which may include technical support and auditing, taxation, systems, or regulatory/enforcement in a commercial environment, and whose classifications are listed in Appendix 2A.

### ARTICLE 1 - PREAMBLE

#### 1.2 Administrative Services Recognition Day

Administrative Services Recognition Day is the Wednesday of the last full week of April each year.

### ARTICLE 2 - UNION REPRESENTATION

Upon receipt of written request, the Employer may allow time on the agenda of any course, seminar, or workshop held by the Employer for a staff representative from the Union to speak.

### ARTICLE 3 - SENIORITY

#### 3.1 Auxiliary Seniority Units - Auxiliary Layoff and Recall

Pursuant to Clause 30.5 - Layoff and Recall seniority unit shall be as follows:

Broadmead Care Society

#### 3.2 Same Service Seniority Date

When two or more regular or auxiliary employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

### ARTICLE 4 - HOURS OF WORK

#### (a) Preamble

The parties recognize the Employer's right to establish hours of operation to provide adequate service to the public and to fulfil the functions of the work unit. To this end, work schedules selected from Clauses 4.1 - Standard Hours, 4.7 - Shift Operations and 4.11 - Modified Workweek below, will be established pursuant to Article 14 - Hours of Work.

#### (b) Terminology

For the purpose of Article 4 - Hours of Work of this agreement the following definitions apply:

(1) "*Fixed location employees*" means those employees who spend all or the greater part of their time at a central work location where they generally perform their duties on a regular daily shift basis.

(3) "*Central work location*" means the place at which an employee normally receives their office correspondence and work assignments.

#### 4.1 Standard Hours

(a) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.

(b) Except as otherwise provided, the workday shall be seven hours duration exclusive of meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.

#### **4.2 Meal Periods**

(a) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be agreed to at the local level and shall be not less than 30 minutes nor more than 60 minutes.

(b) An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked.

#### **4.3 Clean-up Time**

Employees shall be allowed reasonable time during the workday or shift for clean-up purposes.

#### **4.4 Reporting to Work Location**

Where employees are required to report to a central location in order to be assigned their work location, their shift or workday shall commence from the time they are required to report for assignment.

#### **4.7 Shift Operations**

Where the hours of operation require employees to be scheduled for work outside the standard hours listed in Clause 4.1 - Standard Hours, shift schedules shall be established by mutual agreement at the local level. The shift patterns shall be either five days on and two days off or four days on and two days off unless otherwise agreed to by the parties to this agreement. Once the shift pattern and the length of the meal period have been agreed to, the length of the workday will be as required to meet the annual hours outlined in Clause 14.1 - Hours of Work.

#### **4.8 Allocation of Shifts**

Where the parties to this agreement determine that shifts are to be rotated, such shifts shall be rotated on an equitable basis.

#### **4.9 Split Shifts**

No shift shall be split for a period longer than the regularly scheduled meal period.

#### **4.10 Scheduling Lieu Days**

(a) Pursuant to Clauses 17.3 - Holiday Falling on a Day of Rest and 17.4 - Holiday Falling on a Scheduled Workday, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within 30 days following the paid holiday.

(b) If the lieu day is not taken within the 30 days, it shall be immediately scheduled on the vacation roster.

(c) This clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

#### **4.11 Modified Workweek**

(a) Where there is mutual agreement between the Union's designate and the Employer's designate at the local level for a modified workweek, work schedules may be arranged on one of the following bases:

- (1) 4 - the workday shall be eight hours and 45 minutes.
- (2) 5/4 - the workday shall be seven hours and 47 minutes.

- (3) 5/5/4 - the workday shall be seven hours and 30 minutes.
  - (4) 5/5/5/4 - the workday shall be seven hours and 22 minutes.
  - (5) 16 day cycle - the workday shall be seven hours and 30 minutes.
    - (i) This schedule requires an employee to work 15 days then take their modified day off on the 16th day. The extra day off is scheduled on a different successive day each time through the rotation. For example, on the first rotation the modified day off is Monday, then the next rotation it is Tuesday, etc.
    - (ii) This results in working an extra eight and one-half hours per year, less six hours required to cover the 12 statutory holidays, resulting in two and one-half lieu time to be scheduled by mutual agreement.
- (b) The foregoing work schedules shall be subject to the following provisions:
- (1) It is understood that the implementation of modified workweek work schedules is dependent on receiving confirmation from the Employer prior to implementation.
  - (2) There shall be equitable rotation of the extra days off as mutually agreed at the local level.
  - (3) Pursuant to Clause 14.3(b) - Conversion of Hours - Vacation, for vacation purposes employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
  - (4) Pursuant to Clause 14.3(c) - Conversion of Hours - Designated Paid Holidays, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement.
- (c)
- (1) The extra day off is scheduled by mutual agreement at the local level on Monday or Friday; or
  - (2) is scheduled by mutual agreement within the applicable cycle in (a) above.

#### **4.12 Flextime**

Pursuant to Clause 14.8 - Flextime, employees or groups of employees may be given the authority to work flextime by mutual agreement between the parties at the local level.

The averaging period for those employees on flextime shall be 70 hours per two week period.

The workday for those employees on flextime shall not exceed 10 hours.

#### **4.13 Other Work Schedules**

The parties recognize that there may be occasion, due to specific work needs, to grant approval for a work schedule which is contained in another appendix. If there is mutual agreement between the Bargaining Principals, a Letter of Agreement will be negotiated to reflect these special circumstances.

### **ARTICLE 5 - OVERTIME COMPENSATION**

#### **5.1 General Provisions**

- (a) Pursuant to Clause 16.6 - Overtime Compensation, employees shall have the option of being compensated for overtime in cash or compensatory time off.



- (b) If the employee elects to take compensatory time off, such time off shall be scheduled by mutual agreement within 60 days from it being earned.
- (c) If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect, at any time after the 60 days, to receive cash payment for such unscheduled compensatory time off.
- (d) Where overtime is paid in cash, the Employer shall make every reasonable effort to make payment by the next pay period immediately following the month in which the employee opts for cash payment pursuant to (a) or (c) above, as the case may be.
- (e) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to the end of the fiscal year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year or upon termination, whichever occurs earlier.

## **ARTICLE 6 - ANNUAL VACATIONS**

### **6.1 Prime Time Vacation Period**

- (a) Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four weeks of their vacation entitlement during the period May 1 to September 30, inclusive, which shall be defined as the prime time vacation period.
- (b) For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time period if they so desire.

### **6.2 Vacation Preference**

- (a) Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of service seniority. Where an employee chooses to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.
- (b) Regular vacations shall have priority over carried over vacation time during the prime time vacation period.

### **6.3 Vacation Schedules**

- (a) Vacation schedules will be circulated and posted by January 31 of each year. This date may be altered at the local level by mutual agreement of the Local Chairperson and the employer designate, but not later than March 1 of each year.
- (b) An employee who does not exercise their seniority rights within one week of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who voluntarily transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights with respect to that vacation schedule. However, every effort will be made to grant vacation at the time of the transferred employee's choice.
- (d) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.

- (e) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

#### **6.4 Vacation Relief**

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category.

### **ARTICLE 7 - TRAINING AND CAREER DEVELOPMENT**

#### **7.1 Purpose**

It is recognized that it is in the mutual interest of employees and the Employer that:

- (a) a skilled workforce is maintained through timely and adequate training that is necessary to perform current responsibilities;
- (b) developmental opportunities are made available in requisite skills, knowledge and experience areas which are not needed in an employee's present position but needed in potential future responsibilities or when replacing absent staff;
- (c) developmental training is available to satisfy personal long-term educational goals utilizing after-hours time.

It is recognized that training and development activity is a joint responsibility shared between the Employer and the recipient employee.

All training and development opportunities are subject to the availability of individual training and development funding, training policies and operational requirements. All training policies shall be posted by January 31 of each year or made available on request to employees.

#### **7.2 Training**

- (a) The Employer shall determine the training necessary for employees to perform the duties of their position.
- (b) Such training may be in the form of in-service training, courses, seminars, demonstrations, conferences, online or distance education/correspondence courses, refresher courses or on-the-job instruction as appropriate. Leave required for such training shall be in accordance with Clause 20.7 - Leave for Taking Courses.

#### **7.3 Training Assistance**

- (a) Employees shall be reimbursed for 100% of the tuition for job-related courses approved by the Employer, the guidelines for which are outlined in Clause 7.4 - Educational Assistance below.
- (b) Tuition fees for approved courses which lead to a diploma or a degree shall be reimbursed in the amount of 75%.
- (c) Termination of employment will nullify any obligation of assistance by the Employer.

#### **7.4 Educational Assistance**

To qualify for reimbursement, an employee must be a regular employee upon enrollment.

To be approved, the courses described below must be related to the employee's present position or career development:

- (a) on-campus or extension courses taken for credit and given by accredited higher educational institutions;
- (b) correspondence courses taken from recognized schools;
- (c) vocational or business courses taken from recognized schools;
- (d) technical courses taken from recognized engineering/technical institutions;
- (e) seminars.

All applications for training assistance must be submitted prior to registration in the course.

The employee shall initially pay the tuition fees, with reimbursement provided on proof of successful completion of the program.

### **7.5 Conferences and Seminars**

- (a) Where practical, employees may be permitted to attend conferences and seminars in their respective fields at the Employer's expense. Upon return from such conferences or seminars, the employee may be required to submit a report.
- (b) Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval, by the Employer, of their application. Employees shall suffer no loss of basic pay as a result of such attendance.
- (c) An employee who attends a conference, convention, seminar or staff meeting at the request of the Employer, shall be deemed to be on duty and, as required, on travel status.

### **7.6 In-Service Examination**

- (a) Employees shall be permitted to write any in-service examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an in-service examination shall, upon request and where available, receive a copy of their examination paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.
- (b) Eligible candidates participating in a posted competition for a regular position, and who are required to take an examination as a part of the competitive process, including the testing of keyboarding skills, shall be administered at no cost to the employee.

## **ARTICLE 8 - ON THE JOB TRAINING**

The local supervisor shall be responsible for providing job training to employees filling vacant or new positions.

## **ARTICLE 9 - SAFETY AND HEALTH**

### **9.1 Supply and Maintenance of Equipment**

A regular employee shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work.

## **9.2 Safe Working Conditions**

The Employer undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

### **ARTICLE 10 - CLOTHING AND EQUIPMENT**

#### **10.1 Protective Clothing**

The Employer shall provide adequate protective clothing where the need arises.

#### **10.2 Maintenance of Clothing**

- (a) It shall be the responsibility of the employee to maintain and clean washable apparel provided to the employee by the Employer.
- (b) Where the Employer requires other apparel to be worn which must be dry-cleaned, the Employer shall be responsible for dry-cleaning and maintenance.
- (c) Where the Employer has a responsibility in (b) above, the Employer will pay an allowance to the employee where arrangements have not been made for dry-cleaning and maintenance of:
  - (1) \$27.00 per month, effective November 7, 2012; and
  - (2) \$27.50 per month, effective April 1, 2013.

#### **10.3 Union Label**

Upon depletion of existing stocks, all uniforms and clothing issued by the Employer shall bear a recognized union label.

#### **10.5 Tools and Equipment**

The Employer shall supply all tools and equipment required to perform the work.

#### **10.6 Lockers**

Where employees are required to change their uniform in the course of their normal duties, and where space is available, lockers which can be locked, shall be provided.

### **ARTICLE 11 - PAYMENT OF WAGES AND ALLOWANCES**

#### **11.1 Vehicles**

If an employee is required to use their own automobile in the performance of their duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

#### **11.2 Expenses Within Headquarters Area**

An employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide their own meal.

**11.4 Standby**

- (a) Employees required to standby shall be assigned standby on an equitable basis considering the qualifications of employees required.

**11.5 Damage to Personal Property**

Where an employee's personal property, excluding private automobiles utilized in the performance of their duties, is damaged by a client, patient, or resident while the employee is carrying out their duties, and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement.

**11.6 Safety Footwear**

- (a) Regular employees who are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toe footwear in the performance of their regular duties shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed in the amount of:

- (1) Effective April 1, 2013: \$133.50 biennially;
- (2) Effective April 1, 2016: \$136.50 biennially;
- (3) Effective April 1, 2018: \$140.95 biennially.

- (b) Such reimbursement may be received only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis.

*Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.*

**ARTICLE 12 - WORKLOAD****12.1 Positions Temporarily Vacant**

- (a) The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.
- (b) In such instances, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category.
- (c) Approval for release to a temporary assignment, where that assignment is a promotion, will not be unreasonably withheld.

**12.2 Assignment of Work**

- (a) The parties agree that it is essential to ensure that all employees be advised of their job expectations, duties and responsibilities.
- (b) Where an employee is concerned that they cannot complete assignments and/or their work obligations, it is their responsibility to seek advice and direction from their local supervisor. The local supervisor will then provide direction to the employee, as necessary, on how to complete the assigned duties. This may include instructions on the priorities of the assigned duties.

**ARTICLE 13 - PERSONAL DUTIES**

- (a) It is understood by both parties that work not related to the business of the Employer should not be performed on the Employer's time.

(b) To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

#### **ARTICLE 14 - GENERAL CONDITIONS**

##### **14.3 Change of Work Location**

Except in the case of temporary assignment for the duration of less than one month, and except in the case of emergencies, the Employer shall give an employee two weeks advance notice prior to implementing any change in the employee's central work location.

#### **APPENDIX 3 - COORDINATOR OF VOLUNTEERS 1**

It is the understanding of the parties that the first step of the classification Coordinator of Volunteers 1 is a probationary one. New employees with no related experience, selected for those classifications shall be hired at the first step, and shall advance to the second step after successful completion of a six months' probationary period.

Renewed: January 24, 2012

#### **INTERPRETATIVE DOCUMENT**

##### **Re: Administrative Services Clause 4.11 - Modified Workweek**

The purpose of this document is to provide guidance to the parties respecting the application of Clause 4.11 - Modified Workweek.

This requirement is based on the substantive changes made to Clause 4.11(a)(4) and (c) during negotiations leading to the 13th agreement; specifically the introduction of the 5/5/5/4 cycle and the ability to schedule the extra days off on days other than Monday and Friday.

The intention of the parties when introducing the 5/5/5/4 cycle and greater scheduling flexibility for the extra day off, is to provide additional options where other cycles were not feasible, thus it precluded the introduction of a modified workweek.

The parties agree the increased flexibility to schedule extra days off is not intended as an invitation for existing mutual agreement to be withdrawn for current hours of work agreements solely on that basis and absent bona fide rationale.

The parties at the local level may, with mutual agreement, revise current hours of work agreements consistent with all options contained in Clause 4.11 - Modified Workweek.

#### **APPENDIX D - ENVIRONMENTAL, TECHNICAL AND OPERATIONAL**

##### **ARTICLE 1 - PREAMBLE**

##### **1.2 Definitions**

Consists of classifications involved in; engineering support/inspection; labouring/maintenance; operation of vehicles and industrial equipment and tradespersons, whose classifications are listed in Appendix 2A.

(a) "*work group*" - is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined geographical area. Where more than one work group works from a common point of assembly the work groups will be defined by the Employer.

(b) Where more than one work group works out of a common point of assembly each work group shall be considered completely independent for the following purposes:

- Substitution
- Rotation of Shifts
- Allocation of Overtime
- Preference in Vacation
- Training Courses

(c) Where the Employer proposes a change in work groups, the matter shall be discussed with the employees and the Union.

## ARTICLE 2 - UNION RECOGNITION

### 2.2 Union Representatives

Upon receipt of written request, the Employer shall allow reasonable time on the agenda of any course, seminar, or training function held by the Employer for a speaker from the Union.

## ARTICLE 5 - OCCUPATIONAL HEALTH, SAFETY AND WELFARE

### 5.3 Safety Equipment

(a) The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations, or required by the Employer.

(b) Regular employees who are required by the Workers' Compensation Board Regulations or the Employer to wear safety-toed footwear shall be entitled to be reimbursed for:

(1) *safety-toed footwear*

(i) effective April 1, 2013, \$133.50 biennially upon production of a receipt;

(ii) effective April 1, 2016, \$136.50 biennially upon production of a receipt;

(iii) effective April 1, 2018, \$140.95 biennially upon production of a receipt;

(iv) such reimbursement may be received only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis.

*Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.*

### 5.9 Clean-up Time

(a) Employees shall be allowed reasonable time during the shift for clean-up purposes.

(b) Facilities for such clean-up shall be provided by the Employer subject to the practicability of the particular situation.

(c) If the need for clean-up is unexpected it is the employee's responsibility to request approval for clean-up prior to the end of their scheduled workday. However, the Employer may decide whether clean-up in this case is to be done during the workday or on overtime.

## ARTICLE 6 - CAREER DEVELOPMENT

### 6.1 Preamble

(a) Both parties recognize that improved equipment, methods, and procedures create changes in the job structure of the workforce. The parties also recognize the need to provide employees with the

opportunity for career development by enabling them to prepare for promotional advancement and upgrade their specific skills.

(b) The provisions of this article are intended to assist regular employees in maintaining and improving skills, or preparing them for foreseeable jobs, and to improve the quality of service provided to the people of British Columbia.

## **6.2 Preparation for Examination**

Where workloads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Employer, to complete courses offered by the Employer, and to prepare for occupational first aid examinations. Such time shall not be unreasonably withheld for eligible employees. The parties recognize, however, that the employees who avail themselves of the provisions of this clause, have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

## **6.3 In-Service Examination**

Employees shall be permitted to write any in-service examination required by the Employer, in the employee's field of work, upon the completion of the necessary term of service and/or training programs. Employees who fail an in-service examination shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the next available sitting after completion of a further three months' service. This provision shall not apply to examinations set as a condition of initial employment.

## **6.4 Examination Costs**

The Employer shall pay all costs involved, of employees taking tests or examinations as a result of requirements of the employee's current job.

## **6.5 Provisions Regarding Attendance at Conferences, etc.**

Employees required to attend conferences, seminars, online or distance education/correspondence courses, meetings, training or policy meetings, shall be considered to be working and pay shall be at the appropriate rate. All additional costs and expenses connected with the above meetings shall be covered by the Employer. Time spent in travel shall be considered time worked. Such time shall not be counted as part of the Professional Development defined in Clause 6.8 of this agreement.

## **6.6 Job Orientation**

The Employer agrees to provide essential orientation for employees assigned to new jobs.

## **6.7 Equipment Demonstrations**

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee shall attend such demonstrations, conferences or seminars, upon approval of their application by the Employer. Such approval shall not be unreasonably withheld. Time spent in travel and in attendance shall be considered as time worked.

# **ARTICLE 7 - HOURS OF WORK**

## **7.7 Hours of Work, Shift Schedules and Starting and Finishing Times**

The length of workdays, shift patterns and shift schedules shall be negotiated at the local level according to the following provisions:



- (a) Shift pattern and length of scheduled workday changes will be limited to a maximum of three per year with a minimum duration of two months for any shift pattern or scheduled workday length, except by mutual agreement at the local level.
- (b) The normal meal period will be not less than one-half hour and not more than one hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.

7.8 Table of Recognized Workday Lengths and Shift Patterns\*

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Statutory Holiday Provisions	# of Stat Holidays Shut Down	Stat. Holidays Lieu Days
			Scheduled	Required					
1	10 hrs.	5:2	249	174	75	104	Shut Down	12	—
2	9 hrs.	5:2	249	194	55	104	Shut Down	12	—
3	9 hrs.	5:2	261	194	58	104	Work	—	9
4	8 hrs.	5:2	249	218	31	104	Shut Down	12	—
5	8 hrs.	5:2; 4:3	223	218	5	130	Shut Down	12	—
6	7 hrs. 49 min.	5:2	249	223	26	104	Shut Down	12	—
7	7 hrs. 49 min.	5:2; 4:3	223	223	0	130	Shut Down	12	—
8	7 hrs. 30 min.	5:2	249	232	17	104	Shut Down	12	—
9	7 hrs. 30 min.	5:2; 5:2; 4:3	231	232	-1	122-1=121	Shut Down	12	—
10	7 hrs. 30 min.	5:2	261	232	18	104	Work	—	11
11	7 hrs. 30 min.	5:2; 5:2; 4:3	243	232	0	122	Work	—	11
12	7 hrs.	5:2	249	249	0	104	Shut Down	12	—
13	7 hrs.	5:2	261	249	0	104	Work	—	12

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Statutory Holiday Provisions	# of Stat Holidays on Shut Down	Stat Holidays Lieu Days
			Scheduled	Required					
14	8 hrs 45 min	4:3	197	199	-2	(156-2=154)	Shut Down	12	—
15	10 hrs	4:3	197	174	23	156	Shut Down	12	—
16	8 hrs 50 min	4:3	197	197	0	156	Shut Down	12	—
17	8 hrs 45 min	4:3	209	199	0	156	Work	—	10
18	10 hrs	1:1	171	174	-3	(182-3=179)	Shut Down	12	—
19	10 hrs	1:1	182.5	174	0	182.5	Work	—	8.5
20	7 hrs 30 min	2:1	243	232	0	122	Work	—	11
21	8 hrs	2:1	243	218	14	122	Work	—	11
22	8 hrs 30 min	2:1	243	205	28	122	Work	—	10
23	9 hrs	2:1	243	194	40	122	Work	—	9
24	9 hrs 30 min	2:1	243	183	51	122	Work	—	9

**7.9 Workdays**

- (a) Except for part-time employees, the minimum length of the scheduled workday shall be seven hours.
- (b) The normal days of rest except as otherwise required in shift schedules shall be Saturday and Sunday.

**7.10 Scheduling of Earned Time Off**

*Surplus time as per Clause 7.8*

- (a) (1) Where employees are not able to take their earned time off as scheduled due to operational requirements, then there shall be a cash adjustment at the end of the averaging periods indicated using "*double-time*" as the premium rate.
- (2) Where employees choose to carry earned time forward for addition to vacation period, then the extra time worked in the period is to be considered as a "*straight-time*" time credit to be carried forward.
- (b) Statutory holiday lieu days as per Clauses 17.3 and 17.4.
  - (1) Earned statutory holiday lieu days for statutory holidays occurring between January 1 and June 30 shall be scheduled by mutual agreement at the local level subject to operational requirements and shall be taken by December 31 of that year.
  - (2) Earned statutory holiday lieu days for statutory holidays occurring between July 1 and December 31 shall be scheduled as above and shall be taken by June 30 of the following year.

### **7.12 Rotation of Shifts**

- (a) Shift rotation shall be done on an equitable basis among the employees involved within a classification in each work group except that, by mutual agreement, an employee will be permitted to choose more than their share of the second or third shifts.
- (b) Where shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one rest day between shifts.

### **7.13 Split Shifts**

- (a) No employees shall work split shifts except by mutual agreement.
- (b) For split shift employees, where a break longer than one hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:
  - (1) split shift premium of 55¢ per hour effective April 2, 2000; or
  - (2) the relevant shift premium.
- (c) All hours worked on a split shift shall be contained within a 12-hour period. Any time that is worked outside the 12-hour period shall be paid at the appropriate overtime rates.

### **7.14 Rest Periods and Meal Periods**

- (a) The time away from work for rest periods shall be as specified in Clause 14.4, and for meal periods in accordance with appropriate work schedule.
- (b) Recognized meal periods will be within the middle two hours of the workday or shift. Employees with recognized meal periods who are required to work continuously within the middle two hours shall be paid one and one-half times the base rate for the duration of the recognized meal period and will be given a meal period with pay at another time in the shift or workday.
- (c) Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.

(d) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their workplace to take such breaks. However, where an employee chooses to leave their workplace the Employer shall not be responsible for their transportation.

(e) Time spent in preparation of meals will be considered time worked provided that the meals are for other employees and that the time spent is previously authorized by the Employer.

#### **7.16 Workday Scheduled on Paid Holiday**

An employee scheduled to work on a designated paid holiday will not be sent home before the end of their scheduled workday or shift except by mutual agreement.

#### **7.17 Callout for Emergency Situations**

It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than of an emergent nature.

### **ARTICLE 8 - OVERTIME**

#### **8.2 Overtime Compensation**

(a) Overtime compensation shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the Employer and the employee. Employees shall within 60 days from the end of the month in which they worked overtime, schedule such time off.

(b) (1) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to the end of the fiscal year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year.

(2) Notwithstanding (b)(1) above, an employee who has opted for compensatory time off (CTO) for overtime worked in one calendar year may, by mutual agreement, schedule the CTO to be taken by April 30, of the following calendar year, and the employee may not subsequently opt for monetary payout for the overtime.

(c) In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. If an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer as described below and the employee will be compensated for time travelled where this disrupts previously arranged return to headquarters provisions as outlined in 13.4(c). If only the Employer vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees, seriously disrupt production, the Employer shall endeavour to provide alternate transportation.

#### **8.3 Allocation of Overtime**

Pursuant to Clause 16.5 and except in the case of emergencies, overtime shall be allocated on an equitable basis within the appropriate classifications for the work group. Accordingly, no employee in another classification shall be called out on overtime until all employees in the appropriate classifications have had the opportunity to refuse the overtime. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.

**ARTICLE 9 – WORK CLOTHING****9.1 Supply of Required Uniforms**

- (b) (1) Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.
- (2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The allowance shall be per month:
- (i) effective November 7, 2012: \$27.00; and
  - (ii) effective April 1, 2013: \$27.50,
- where arrangements have not been made for cleaning, laundering and repairing.
- (3) The existing scale of issue will not be changed without consultation of the employee.
- (4) Upon depletion of existing stocks and termination of current contracts, all required apparel supplied by the Employer shall be union made where available and shall bear a label so stating.

**9.3 Protective Clothing**

- (a) Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (b) The Employer agrees to supply the following protective apparel:
- (1) Individual issue coveralls to the following:
    - (i) General Tradesman - maximum two pair per week;
  - (2) Individual issue Welder's leather jackets and aprons where appropriate.
  - (3) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment.
  - (4) Plant issue coveralls to Operators when they are required to service equipment.
  - (5) Plant issue coveralls to Carpenters when required.
- (c) Any individual issue item described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.
- (d) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provide the apparel and an allowance in lieu of laundry and repair. In such case, an allowance of:
- effective April 1, 2013 - \$20.00 per month
  - effective April 1, 2016 - \$28.00 per month
  - effective April 1, 2018 - \$29.00 per month

**ARTICLE 10 - VACATION****10.1 Vacation Period**

- (a) (1) Employees, shall be permitted to take their vacation entitlement at any time during the year if the vacation schedule permits.

## 10.2 Preference in Vacation

Preference in vacation selection shall be determined in each work group on the basis of service seniority by classification within that work group. Work groups are defined in Clause 1.2 Such employees shall be entitled to receive their vacation in an unbroken period.

## 10.3 Vacation Schedules

- (a) Vacation schedule forms shall be posted by the Employer by February 15 of each year in each work unit. Employees shall make vacation selections by March 15 of each year. The complete vacation schedule shall be posted by March 31.
- (b) An employee who does not exercise their seniority rights within two weeks of the vacation schedule being posted, shall not be entitled to exercise these rights with respect to any vacation time previously selected by an employee with less seniority.
- (c) The Employer shall make every effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (d) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice. If an employee is transferred by the Employer, they will be given the vacation time previously selected. However, no other employee's scheduled vacation shall be affected by the transfer.
- (e) Vacation schedules may be amended at any time by mutual agreement of the Employer and any employee affected by the change.
- (f) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

## 11.3 Substitution Pay

- (c)
  - (1) Substitution to a higher non-supervisory level position shall be offered to the most senior available qualified employee in the appropriate classification, subject to the employee's ability to perform the job.
  - (2) Appointment to substitute in supervisory level positions shall be made on the basis of merit.
  - (3) Where the Employer requires an employee to work part days at a higher paying position, for more than one-half hour, they shall be paid the higher rate by one-half day increments.
  - (4) The application of this clause shall not include training time.
  - (5) Subject to the provisions of Clause 27.4 where an established supervisory position normally exists, it shall be the normal practice that a substitute be designated in accordance with this article.

## 11.5 Standby

- (b) Those employees who have traditionally been assigned standby on a scheduled basis, will have standby assigned for weekly periods. Standby schedules will be posted one month in advance except in emergencies.

(c) In cases of emergency, and for those employees who have not traditionally been scheduled for standby on a regular basis, standby may be assigned without 30 days' notice, but the Employer shall endeavour to give as much advance notice as possible.

(d) Standby assigned on the employee's scheduled day of work will about the shift and be a minimum of six hours.

(f) The Employer will consult with the Union prior to initiating standby programs where they have not existed previously. This provision shall not apply to standby situations made necessary by emergency conditions.

### **11.6 Work Time Records**

(a) Any change to an employee's record of time worked which affects their wages shall be accompanied by notification to the employee. Should the employee disagree with the Employer as to the accuracy of their work and overtime records, the Union official within their jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.

### **11.7 Dirty Money**

(a) A premium allowance of \$1.05 per hour shall be paid in addition to regular rates of pay to employees in trades, helper or apprentice classifications required to work in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half hour.

(b) A premium allowance of 70¢ per hour shall be paid in addition to regular rates of pay to employees required to handle soiled laundry. Premium allowance shall apply to actual time exposed; except that the minimum time shall be one-half hour.

## **ARTICLE 12 - AUXILIARY EMPLOYEES**

### **12.1 Seniority Lists**

Lists to record service and classification seniority as required in Clause 30.3(a) shall be retained by the Employer, and such information shall be provided to the President or their designate, upon request.

### **12.2 Layoff and Recall (Auxiliary Employees)**

(a) Pursuant to Clause 30.5, the lay off and recall units for auxiliary employees shall be by point of assembly, in the following classifications: Building Maintenance Worker, Carpenter - TJ, TL, TS; TSS, Electrician - TJ, TL, TS, TSS:

<i>Note:</i>	TA	=	Trade Apprentice
	TJ	=	Trade Journeyman
	TL	=	Trade Leadhand
	TS	=	Trade Supervisor
	TSS	=	Trade Senior Supervisor

(b) When new work units are established, the Joint Committee shall meet and make recommendations, pursuant to Clause 30.5 of the Public Sector Agreement.



**ARTICLE 13 - GENERAL CONDITIONS****13.2 Points of Assembly**

(1) Every employee will be assigned a headquarters and a regular point of assembly within their headquarters. A regular point of assembly is the location where the employee daily reports for work and will be an established point. The regular point of assembly will be changed only with prior notification of 60 days or by mutual agreement.

(2) For those employees in locations where there has been more than one recognized regular point of assembly and employees have been assigned to work at any of these regular points of assembly, the Employer will advise the employee of the regular point of assembly to which they are to report with as much advance notice as is reasonably possible.

**13.5 Supply and Maintenance of Equipment/Tradesmen's Tools**

(c) Other than employees classified as tradesmen, helpers or apprentices, employees will not be required to supply work tools.

(d) Employees shall furnish and replenish their inventory of personal hand tools. The Employer shall furnish and maintain all other equipment as they deem necessary.

(e) Where maintenance of employees' hand tools has been done by the Employer in the past, this practise shall continue. It is understood that "*maintenance*" as used in this section shall mean sharpening and keeping in good working condition.

**13.12 Replacement of Employees Hand Tools**

The Employer will replace the employees' hand tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. Replacements will be of equal quality.

**13.13 Motor Vehicle**

Ownership of a motor vehicle will not be considered a condition of employment for the performance of the employee's duties once they have arrived at their point of assembly.

**13.15 Tradesmen Not to Work as Helpers**

It is not the Employer's policy to require certified Tradesmen to work as trades helpers on a full-time basis, except as indicated in job specifications.

**ARTICLE 14 - APPRENTICES****14.1 Administration and Implementation of Apprentice Programs**

The Employer and the Union recognize that Apprenticeship Programs are the normal procedures for obtaining journeyman qualifications. Administration and implementation of Apprenticeship Programs will be administered by the Employer.

**14.2 Apprentices Attending School as Required by the BC Industry of Trade Authority**

(a) When an apprentice is attending school as required by the BC Industry Trade Authority, they shall be paid their appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the federal department responsible for training and development and shall remit this allowance to the Employer.

- (b) The Employer will advise apprentices when they are eligible for a federal department responsible for training and development wage allowance.

#### **14.3 Apprentices Attending Special Training as Required by Employer**

Where apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their headquarters, they shall receive the appropriate allowance described under Clauses 27.15 and 27.16

#### **MEMORANDUM OF UNDERSTANDING 1 Re: Earned Time Off**

Where not otherwise specified within this appendix, all scheduled earned time off must be taken by March 31 following the year in which it was earned. Where earned time off is not taken as set out herein, such time will be paid out.

#### **APPENDIX E - FORMER MEMBERS OF THE PROFESSIONAL EMPLOYEES' ASSOCIATION**

#### **MEMORANDUM OF AGREEMENT Re: BCLRB No. B116/2014**

Pursuant to item 5 of the Labour Relations Board's decision dated June 19, 2014, the parties have met and negotiated the terms and conditions for employees of the former PEA unit. The agreed to terms will form part of the BCGEU collective agreement and are attached.

The parties also agree the job evaluation plan applicable to the PEA unit while in the B.C. Public Service will continue to apply to the topic Physiotherapist classifications.

#### **3.01 Evaluation and Supervision**

- (a) The Union recognizes that the Employer is the final judge of an employee's performance.
- (b) Consistent with current staffing and work requirements, the Employer agrees that non-professional control over the day to day professional work of an employee will be minimized.
- (c) The Union recognizes that supervisors, when assigning duties and evaluating career potential, are periodically required to assess the general competence and potential of subordinates. The Employer agrees that such general assessments, if made by a non-professional person or by a professional person in an unrelated profession, will not take the form of a judgement concerning the employee's professional ability.
- (d) Performance planning procedures shall include specific provisions enabling employees to describe any supervisory and/or managerial support they feel may be necessary to deliver performance expectations.

#### **3.04 Professional Qualifications**

It shall be a condition of continued professional employment that employees must apply for enrolment in their appropriate professional licensing body by the thirtieth day of continuous service.

#### **3.05 Membership in Professional and Allied Associations, Etc.**

- (a) The Union agrees that it is the responsibility of the employee to obtain and maintain membership in those licensing bodies, learned societies or associations as are necessary to maintain professional standing.

- (b) Where the Employer requires membership in learned societies or associations, other than those noted in (a) above, the fees or costs of such membership shall be at the expense of the Employer.
- (c) Where the Employer agrees that membership in learned societies or associations, not included in (a) or (b) above, is desirable, the fees or costs of such membership shall be shared equally between the Employer and the employee requesting such membership.

### **3.06 Professional Responsibilities**

The Employer recognizes that an employee must work in a manner consistent with the standards of conduct, codes of ethics and by laws established by the appropriate licensing body. No employee will be disciplined for refusal to append name, signature and/or seal to an employer instructed course of action which, in the employee's opinion, conflicts with the aforesaid standards of the appropriate licensing body, provided that in such a case the employee shall, upon request, be required to prove the violation of the relevant professional standard or code and the Employer shall have the right to seek alternative advice.

### **13.02 Work Schedules**

Subject to Article 14 of the agreement:

- (a) The following guidelines for establishing work schedules shall apply:
  - (1) The regular workday shall not be longer than 10 hours, exclusive of meal period(s).
  - (2) No employee shall work more than 14 days without a day of rest.
  - (3) All work schedules shall indicate the regular starting and finishing times of each shift.
  - (4) An employee shall give consent before being required to work split shifts.
  - (5) Where the hours of operation involve Saturday and/or Sunday work, days of rest shall be rotated on an equitable basis.
  - (6) Where the hours of operation involve more than one shift, shift work shall be rotated on an equitable basis.
- (b) Notwithstanding (a) above, it is recognized that peculiar circumstances may exist in certain operations that require deviation from the aforesaid parameters. The need for, and the extent of, such divergence shall be determined by mutual agreement within the work unit concerned.

### **16.07 Method of Compensation**

- (a) Overtime compensation shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the Employer and the employee. Employees shall, within 60 days from the end of the month in which the overtime was worked, schedule such earned time off.
- (b) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to the end of the fiscal year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year.

### **21.03 Vacation Scheduling**

Subject to the operational requirements of each work unit:

- (a) All employees shall be entitled to take their complete annual vacation entitlement during the period from May 1 to September 30 inclusive.

- (b) Any employee may add any approved leave of absence without pay to the employee's vacation period.
- (c) Each employee shall be entitled to the full annual vacation entitlement in one unbroken period or, at the employee's option, may take the vacation in two or more periods.
- (d) Service seniority shall prevail in the choice of first vacation periods within each work unit. Service seniority in the choice of second and subsequent vacation periods shall prevail only after all the first vacation periods have been selected in the work unit.
- (e) When a scheduled vacation leave cannot be taken because of operational requirements it shall be rescheduled in the vacation year concerned. If that is not possible it shall be scheduled in the following vacation year and shall not be regarded as carried-over vacation as referred to in Clause 18.6 of the agreement.

#### **24.01 Leaves for Licensing Body Activity**

- (b) The Employer recognizes the value to it of active participation of the employee in the activities of the employee's appropriate licensing body, and will not unreasonably withhold leave of absence for such participation. Such leave of absence will not entail any loss of the employee's regular salary.
- (c) Leave of absence with pay shall, subject to operational requirements, be granted to an employee to attend annual conferences of the appropriate licensing body. The Employer may reimburse an employee for the cost of attendance, including entrance or registration fees and necessary travel expenses.

#### **24.12 Special Licenses and License Renewal**

When the Employer or the appropriate licensing body requires an employee to obtain a certification or specialized license due to changed requirements of the employee's position, or to renew a license requiring recurrent certification, the employee shall be permitted appropriate time off with pay and with expenses to meet the requirements of such certification or special license.

### **ARTICLE 25 - EDUCATION POLICY**

#### **25.01 Career Development**

The Employer recognizes the desirability of providing a climate for an employee to improve educational level, to enhance opportunities for internal promotion, and to enhance job performance by being more qualified. The Employer further recognizes the desirability of an equitable approach respecting educational opportunities for employees. The Union recognizes the desirability of assisting and encouraging the development of educational courses so that the employees may improve their technical and professional skills and knowledge. The Union further recognizes the desirability of an employee taking advantage of appropriate educational development opportunities with particular emphasis on professional updating opportunities offered through appropriate licensing bodies.

#### **25.02 Professional Training**

- (a) The parties to this agreement recognize that there are two types of professional training programs, namely:
  - (1) Formal training programs, which include credit courses at universities or colleges or through correspondence, leading towards a degree, diploma or certificate.

- (2) Informal training programs, which include non-credit training in the form of seminars, workshops, conferences or portions of conferences with educational content, short courses, correspondence courses and field trips.
- (b) All training must be of a nature related to duties in the same or similar discipline of the employee concerned, or to duties which are performed. In both instances, the training must be directed towards an improvement of skills which, in the Employer's opinion, are required.
- (c) The Employer agrees to consult with the Union to determine where professional training programs may be inadequate or inappropriate.
- (d) Where the Employer requires an employee to attend a training program, the Employer shall bear the full cost of the employee's training, and where the program entails leave of absence, such leave of absence shall be with pay.
- (e) Where an employee requests to attend a training program which is not required by the Employer, the Employer may grant to the employee leave of absence, where necessary, with pay or partial pay or without pay, and/or choose to defray a portion of the cost of the employee's training.
- (f) The cost of an employee's training, referred to in (d) and (e) above, includes, where applicable:
- (1) tuition fees,
  - (2) entrance or registration fees,
  - (3) course required books,
  - (4) necessary travel expenses (minus travel expenses normally incurred by the employee travelling between home and the place of work),
  - (5) necessary subsistence expenses, and/or
  - (6) other legitimate expenses approved by the Employer.
- (g) In the event that an employee on training receives outside support, such as a scholarship, fellowship, bursary or any other type of assistance, the total of outside support plus employer support shall not exceed:
- (1) the employee's basic salary for the period of training, where leave of absence with pay or with partial pay is involved; and/or
  - (2) the actual cost of the training, where the Employer pays the full cost or shares part of the cost.
- Any amount in excess of such combined support shall be refunded to the Employer through deduction of the employee's salary either during or after the employee's training period as circumstances require. It shall be the responsibility of the employee to report all sources of outside support to the Employer.
- (h) Termination of employment by the employee or by the Employer for just cause prior to or during the employee's training shall nullify any obligation of financial assistance by the Employer in connection with the training.
- (i) If, after the training period, an employee fails to return to work on the prearranged date without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Employer in connection with this training.

(j) An employee granted leave of absence with pay or with partial pay for training purposes shall sign a statement to the effect that, on completion of the training, the employee shall remain in the employ of the Employer for a period equivalent to three times the length of the training leave multiplied by the percentage of basic salary which was received during the training. Should the employee resign or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a pro rata basis, the salary plus, if any, cost incurred by the Employer in connection with this training.

(k) An employee granted leave of absence without pay for training purposes shall sign a statement to the effect that, on completion of the training, the employee shall remain in the employ of the Employer for a period equivalent to the length of the training leave. Should the employee resign or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a pro rata basis, the cost, if any, incurred by the Employer in connection with this training.

### **ARTICLE 31 - WORK CLOTHING**

#### **31.1**

(a) Where the Employer requires an employee to wear a uniform, or special or protective clothing, or special equipment, the Employer shall be responsible for its provision, replacement, cleaning and/or laundering except that washable garments shall be cleaned and/or laundered by the employee.

(b) Uniforms and special or protective clothing shall be of a quality, style, material and appropriateness which is mutually acceptable to the Employer and to the group of employees concerned.

(c) In instances where the chattels are of a nature that they cannot be retained by the Employer for use by another employee, the Employer may require the employee concerned to pay some portion of the cost if the employee leaves the position after a short period of employment in that position.

#### **31.2**

Regular employees who are required by the Workers' Compensation Board WorkSafeBC OH&S Regulations or the Employer to wear safety-toe footwear shall be entitled to be reimbursed, upon production of a receipt, for:

- (1) safety-toe footwear: up to \$133.50 effective date of ratification;
- (2) effective April 1, 2016: \$136.50 biennially;
- (3) effective April 1, 2018: \$140.95 biennially.

*Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.*

### **ARTICLE 32 - PAYMENT OF SALARIES AND ALLOWANCES**

#### **32.08 Conferences, Conventions and Other Meetings**

When the Employer instructs an employee to attend a conference or any other form of meeting in connection with regular duties, the employee shall receive regular salary and be reimbursed for all reasonable out of pocket expenses, including all registration or conference fees. The Employer, however, reserves the right to determine the reasonableness of such claims in accordance with established practise.

### **MEMORANDUM OF UNDERSTANDING #1**

The parties agree that the following employees, Martha McDougall, Josée McGeough, Stacy Sherman and Margaret Higginson, where eligible (i.e., is a regular full-time employee) and who has received at least 10

days' pay at straight-time rates for each calendar month, will have an annual vacation entitlement as follows:

<u>Vacation Years</u>	<u>Work Days</u>
First to seventh .....	20
Eighth .....	22
Ninth .....	23
Tenth .....	24
Eleventh .....	25
Twelfth .....	26
Thirteenth to fifteenth.....	27
Sixteenth to eighteenth .....	28
Nineteenth .....	29
Twentieth.....	31
Twenty-first.....	32
Twenty-second.....	33
Twenty-third and twenty-fourth.....	34
Twenty-fifth and thereafter.....	35

A regular part-time employee shall be entitled to the above vacation on a pro rata basis.

During the first partial year of service a new employee will earn vacation at the rate of one and two thirds days for each month for which the employee earns 10 days' pay at straight-time rates.

**MEMORANDUM OF UNDERSTANDING #2**

**Re: OSS**

- (a) In lieu of direct compensation for all overtime, shift work and standby regular full-time employees shall receive a special compensation of seven percent of their basic salary earned for each calendar year. This special compensation shall not be considered part of the employee's basic salary for the purpose of calculated any benefits or other premium entitlements.
- (b) This special compensation shall be available to the following employees, Martha McDougall, Josée McGeough, Stacy Sherman and Margaret Higginson, providing they are eligible (i.e., a regular full-time employee).
- (c) The Employer agrees to allow eligible employees a one-time opportunity to convert the special compensation into base pay in which case the provisions pursuant to OSS, and collective agreement provisions for overtime, shift work and standby shall not apply.
- (d) During the period of substitution which exceeds six months, the special compensation in (a) above shall be calculated on the applicable substitution rate of pay.
- (e) At the employee's option, the special compensation mentioned in (a) above may be received in the form of cash and/or time off.

**Method of Compensation**

The employee shall make an option once a year within a time limit to be determined by the Employer during the calendar year in which the special compensation is earned. Failure of the employee to so designate within the time limit shall automatically result in the special compensation being disposed of in cash and/or time off to be determined by the Employer. An option, once made by the employee, may not be changed until the next calendar year.

Cash payment for employees who elect full or partial cash option pursuant to paragraph (b) above shall be made once annually by February 28 of the year following that in which the special compensation was earned to the extent of such election.

Payment for any special compensation which is earned but not compensated in time off, or previously paid in cash shall be made once annually by May 31 of the year following that in which the special compensation was earned.

Time off may be taken at any time mutually agreed to between the Employer and the employee, provided that any time off earned in a particular calendar year but not taken by March 31st of the following calendar year shall be paid for in cash. Furthermore, should an employee cease to be covered by this article for any reason, any time off earned but not taken shall be paid for in cash.

Cash/time off conversion shall be on the basis of 2% of the employee's annual basic salary (for the calendar year in which the special compensation was earned) for 35 working hours' time off.

### **MEMORANDUM OF UNDERSTANDING #3**

#### **Re: General Leave**

The Employer may grant the following employees, Martha McDougall, Josée McGeough, Stacy Sherman, Margaret Higginson, where eligible, a leave of absence with pay for purposes other than those specified in the agreement to a maximum total of 35 hours per calendar year. The provisions of Articles 20.2, 20.3, 20.11 and 20.12 do not apply to eligible employees.

### **APPENDIX F - THE BC NURSES' UNION AND BROADMEAD CARE SOCIETY**

#### **MEMORANDUM OF AGREEMENT**

##### **RE: BCLRB No. B116/2014**

Pursuant to item 6 of the Labour Relations Board's decision dated June 19, 2014, the parties have met and negotiated the specific terms and conditions for Registered Nurses (RN's) and Registered Psychiatric Nurses (RPN's). These agreed to terms will form part of the Public Sector Agreement and Appendix F of the collective agreement.

#### **ARTICLE 3 - SHIFT AND ROTATION**

##### **3.01 Shifts, Shift Schedules, and Shift Rotations**

- (a) All employees covered by the provisions of this agreement shall continue to work shifts currently in effect.
- (b) Once an employee is assigned to a specific rotation of shifts and days off, the Employer will make every effort to ensure that this rotation is maintained.
- (c) Notwithstanding the provisions of Subsections (a) and (b), an employee may be required to work five consecutive days to provide for the changing of shifts and (or) rotations. It is agreed that the interruption to the four days on and two days off shift pattern shall be kept to a minimum.
- (d) To meet the principle needs of the service, changes in shifts, shift schedules, and shift rotations will be determined at the Local Joint Committee level, subject to the written approval of the Bargaining Principles.



### 3.03 Shift Cycles

- (a) All shift cycles shall not last less than 12 calendar days, nor more than 30 calendar days. The foregoing shift cycle lengths may be lessened or extended to allow a shift change on employees' scheduled days off.
- (b) By mutual agreement between an employee and their supervisor, an employee may work two or more consecutive cycles on the night shift.
- (c) Supervisory personnel (Nurse Level 7 and 9) on their own initiative and with agreement from local management, may reduce or increase their shift cycle lengths.

### 3.05 Rotations and Adjustment

- (a) There shall be no pay back for short fall in the shift systems.
- (b) Shift employees shall work a pattern of four days work and two days off (4 - 2 shift pattern).
- (c) All other employees shall work a pattern of five days work and two days off (5 - 2 shift pattern).
- (d)
  - (1) Shift employees working the 4 - 2 shift pattern where the length of the scheduled work shift is seven hours and 30 minutes, exclusive of meal break, will earn a surplus of time off the equivalent of 10 working days per year (in addition to any compensation or premium due under Clause 17.07 of the Public Sector Agreement) which shall be paid in accordance with the provisions of Clause 26.02 of the Public Sector Agreement.
  - (2) Employees working the 5 - 2 shift pattern where the length of the scheduled work shift is seven hours and 30 minutes exclusive of meal breaks will earn a surplus of time off the equivalent of 17 working days per year (in addition to any compensation or premium due under Article 17 of the Public Sector Agreement). The time shall be paid by permitting the employee to schedule off one of the days owing each month at a time convenient to the employee but subject that minimum operational requirements are maintained, and the remaining five days shall be paid in accordance with Clause 26.02 of the Public Sector Agreement.
  - (3) Part-time employees will earn a surplus of hours and receive repayment on a prorated basis.

### 3.07 Volunteering for Shifts

- (a) Volunteers for any shift will be utilized whenever and wherever practicable, providing this does not involuntarily restrict the rotation of other employees, except where an employee is engaged in a professional development program.
- (b) All shift staff who are prepared to remain indefinitely on the afternoon or night may be granted permission to do so, providing this:
  - (1) is administratively practicable;
  - (2) in no way adversely affects the coverage of the ward or unit, or patient treatment program;
  - (3) does not interfere with the employee's professional development and knowledge of various conditions and programs.

With 30 day's notice and after four months' service, including such notice, the Employer may recall employees to rotation.

### 3.09 Shifts, Variations and Flexibility

- (a) (1) Notwithstanding any provision to the contrary contained in Article 3, the following hours of work provisions shall apply for the following enumerated classes of employees:
- program nurse positions as agreed by the parties;
  - staff trainers;
  - (any other position agreed to by the parties from time to time.)
- (2) For existing incumbents of the topic functions there shall be two work schedule options, either current schedules in effect, or, by mutual agreement at the local level, a seven-hour day, day shift, Monday to Friday, with statutory holidays off.
- (3) In the event of vacancies or newly created positions in subclause (1), the Employer at the local level may establish the work schedule as being a seven-hour day, day shift, Monday to Friday with statutory holidays off. This information will be included in any relevant posting.
- (b) Notwithstanding any provisions to the contrary in Article 3, the representatives of the Employer and the Union at the local level may establish variations to the current shifts and rotations. Any varied work schedule shall meet the following criteria:
- (i) All varied schedules must conform to the program requirements necessary for the delivery of service.
  - (ii) All work schedules shall meet the annualized hours of work.
  - (iii) Any work schedule shall not contain scheduled overtime.
  - (iv) Two-thirds of the affected incumbent nurses must agree to the varied work schedule.
  - (v) The varied work schedule shall be reflected in the form of a memorandum between the bargaining principles before it is implemented.
  - (vi) In the event that either the Employer or the Union at the local level, or either of the bargaining principles, determine that such a changed work schedule is no longer desirable, then said schedule shall be cancelled upon one month's notice.
- (c) By mutual agreement between the individual employee(s) and the Employer at the local level, employees classified at Level 7 and 9 may schedule their work on a flexible basis. Scheduling of work on a flexible basis shall meet the following criteria:
- (i) The program requirements necessary for the delivery of service are maintained.
  - (ii) The annualized hours of work must be met. The employee may be requested to keep an accurate record of actual hours worked which will be submitted to their supervisor.
  - (iii) No premium or penalty contemplated on Articles 15 (Shift and Rotation) or 16 (Overtime) of the Public Sector Agreement shall apply where it results from an employee self scheduling their work on a flexible basis. Hours worked in excess of the seven or the seven and one-half in a workday initiated or scheduled by the Employer shall attract the premiums contemplated in Articles 15 and/or 16.

- (iv) In the event either the employee(s) or the Employer at the local level, or either of the bargaining principles, determine such flexible scheduling of work is no longer desirable, then it shall be cancelled.

#### **ARTICLE 11 - SENIORITY - CHANGE OF STATUS**

For the purposes of Articles 12 and 13, with the exception of Article 13.3 (F) and 13.4 (H), an employee who changes their status from regular to auxiliary, or from auxiliary to regular, will maintain their previous seniority providing the break in service has not exceeded 30 days. This provision applies only to employees who change their status after January 1, 2011.

##### **11.07 Service Seniority Tie Breaker**

A regular employee who had previously been an auxiliary employee and who had not lost their auxiliary seniority at the time of becoming a regular employee shall be entitled to use the equivalency of their previously accrued auxiliary seniority as the tie breaker where two (2) or more regular employees have the same regular service seniority.

#### **ARTICLE 13 - LAYOFF AND RECALL OF REGULAR EMPLOYEES**

For the purposes of Articles 12 and 13, with the exception of Article 13.3 (f) and 13.4 (h), an employee who changes their status from regular to auxiliary, or from auxiliary to regular, will maintain their previous seniority providing the break in service has not exceeded 30 days. This provision applies only to employees who change their status after January 1, 2011.

Employees subject to displacement or placement activity pursuant to Article 13 shall be entitled to decline, without penalty, positions with dissimilar hours of work.

Employees may opt, within five workdays of receipt of notice of lay off, to be placed, effective the scheduled date of lay off, on a recall list for a period of up to one year, for the purpose of recall to a regular position within Broadmead Care Society. Recall of employees from this recall list shall be in order of regular service seniority as of the scheduled date of lay off. Seniority accumulated as an auxiliary employee accepting option 13.3(3) shall not apply. Should an employee decline a recall or fail to respond to a recall within five days (or to a maximum of 28 calendar days where an employee is required to provide notice of resignation to another employer), then such employee shall be deemed to have abandoned all rights under the collective agreement.

For a period of up to one year, an employee who has been placed at a lesser classification level than that from which they were laid off, shall be recalled to a vacancy, to be filled by a regular employee, in their former classification in their current seniority block.

#### **ARTICLE 18 - ANNUAL VACATION**

##### **18.01 Entitlement**

- (a) (1) Each employee will earn annual vacation based on their years of continuous service with the Employer. A year of continuous service is defined as service performed from a given date in one month to the immediately preceding date 12 months later.
- (2) *Vacation Year* - For the purposes of this article a vacation year shall be the calendar year commencing January 1 and ending December 31.

*First Vacation Year* - The first vacation year is the calendar year in which the employee's first anniversary falls.

Employees on vacation are not subject to recall to duty.

- (b) Each employee will be entitled to receive an annual vacation as follows:

Vacation Year	Total Hourly Entitlement	Daily Equivalent	
		7-Hour Shifts	7.5-Hour Shifts
1	140	20	18.667
2	140	20	18.667
3	140	20	18.667
4	140	20	18.667
5	140	20	18.667
6	147	21	19.600
7	154	22	20.533
8	161	23	21.467
9	168	24	22.400
10	175	25	23.333
11	182	26	24.267
12	189	27	25.200
13	196	28	26.133
14	203	29	27.067
15	210	30	28.000
16	217	31	28.933
17	224	32	29.867
18	231	33	30.800
19	238	34	31.733
20	245	35	32.667

Where an employee's regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.

- (c) (1) An employee who commences initial employment and who completes six months' service prior to the completion of the calendar year in which such service commenced would be entitled, subject to the scheduling of vacation, to take any earned vacation period prior to January 31 of the following year and the provisions of Clause 18.01(a)(2) and (b) do not apply. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five days vacation leave into their first vacation year.
- (2) Subject to an employee's eligibility to carry over five days vacation leave into their first vacation year, any unused vacation earned during the first partial year will be paid to the employee on the last payday of that year.
- (3) Should an employee resign while being indebted to the Employer for vacation time taken, but not earned, the Employer shall take repayment from the employee's final cheque(s).
- (d) An employee may carry over up to 10 days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. Effective January 1, 2018 all new employees who have vacation time not taken in excess of the carryover is "archived" and any outstanding archived balance will be paid out in full prior to March 31 of the following calendar year.
- (e) (1) Full-time employees working a partial year shall earn one-twelfth of the annual vacation entitlement for each month in which the employee has received at least 10 days' pay at the straight-time rate.

(2) Regular part-time employees shall earn vacation credit on a prorated basis calculated month by month, and shall be entitled to the same number of calendar days without recall to duty as regular full-time employees, as provided in Clauses 18.01(a) and 18.02.

(f) Employees who on December 31, 1974 had earned vacation credited to a frozen vacation bank shall have the option of cashing out such banked vacation time, subject to budgetary consideration.

### **18.02 Scheduling of Vacation**

(a) Employees can take annual vacation during the entire calendar year. The following procedure will apply. Employees may submit their requests for vacations any time prior to October 1 of the current calendar year, the date when the formal notice for vacation requests for the following calendar year is posted. All employee requests for vacation selection shall be completed by November 30.

All employees must have exercised their seniority rights by November 30. An employee who does not exercise their seniority rights by November 30 shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.

The final date for posting the completed vacation schedule shall be December 31 of each calendar year.

(b) (1) An employee who splits their vacation shall not receive the choice of when they wish to take their subsequent portion of their vacation until all other employees in the unit or sub unit have made their choice.

(2) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

(3) The provisions of subclause (2) do not prohibit an employee from adjoining the entitlement for two vacation years, subject to the provisions of Clause (d) herein, however in such case the provisions of subclause (2) do not apply to the vacation entitlement for the second vacation year.

(c) Once a vacation schedule has been posted it may only be changed by mutual consent.

(d) Seniority for vacation schedules is to be calculated on the basis of continuous service with the Broadmead Care Society and not on the basis of classification seniority. The service seniority principle is to be followed at the sub unit level.

(e) The Employer will make every effort to ensure that vacation periods are granted in conjunction with rest days in order to ensure a maximum number of consecutive days' absence.

(f) Where vacation scheduling arrangements other than the foregoing may be more appropriate at a local level, the Employer and the Union may vary the vacation scheduling procedures.

### **18.03 Salary During Vacation Period**

(a) Payment for vacations will be made at an employee's basic pay except if an employee has been working in a higher-paid position than their regular position for a majority of their regularly scheduled hours in the 60 working days preceding their vacation, in which case they shall receive the higher rate.

(b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing. Once per calendar year upon 30 days' written notice, a regular employee receiving a paycheque as of November 25, 1997 shall be entitled to receive prior to commencement of a vacation a payroll advance equivalent to the

amount of their regular paycheque issued during the vacation period except that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any pay periods that fall in April.

#### **18.04 Approved Leave of Absence With Pay During Vacation**

When an employee is eligible for short-term illness and injury plan benefits, bereavement leave, or leave pursuant to Clause 20.04 - Leave for Court Appearances or 20.08 - Civil Emergency during their vacation period, there shall be no deduction from the vacation credits for such leaves. An employee who seeks to have their vacation displaced under this section must provide the Employer with the necessary substantiating documentation.

The period of vacation so displaced shall be taken at a mutually agreeable time. If not taken by March 31 of the following vacation year, it shall be paid in cash, unless carried over and taken in accordance with Clause 18.01(d).

#### **18.05 Vacation Leave on Retirement**

An employee scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act* or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

#### **18.06 Separation Allowance**

An employee leaving the Broadmead Care Society without having received their annual vacation for that year shall be allowed pay in lieu of earned vacation at regular rate of pay.

### **ARTICLE 20 - SPECIAL LEAVE**

#### **20.02 Leave for Professional Association/College Duties**

- (a) Elected or appointed officials shall be given leave of absence without pay in order to attend short monthly, special membership, or executive meetings of the professional association(s)/college(s). This will be determined by operational requirements, and local management receiving advance notice of not less than 48 hours. The term "*short*" shall be deemed to apply to periods not exceeding 90 minutes.
- (b) Leave of absence without pay shall be granted to employees to attend the annual meeting and conferences of each of the national professional association(s) or their successor organization(s). Time allotment shall be the number of days of the meeting and conference(s) plus reasonable travelling time. The employee will be entitled only to the time they actually require and may be required to substantiate their claim.
- (c) Leave of absence without pay shall be granted to employees to attend the annual meeting and conferences of each of the provincial professional association(s)/college(s). Time allotment shall be the number of days of the annual meeting and conference(s) plus reasonable travelling time actually required. They may be required to substantiate claims.
- (d) Leave of absence without pay shall be granted to employees for attendance at meetings of which the prime function it is to carry out the duties required by the legislation governing registered nurses and registered psychiatric nurses.
- (e) Leave of absence without loss of basic pay shall be granted for attendance at professional meetings established at the Employer direction.

- (f) Employees who are elected to the board of their professional association/college will be granted time off without pay including reasonable travel time to attend regular or special meetings of their board.
- (g) Leave of absence without pay shall be granted for attendance at other professional meetings not exceeding one week.
- (h) Consideration of leaves requested under Clause 20.02 ([b] to [e] and [g]) shall be determined by operational requirements and the Employer receiving advance notice of not less than 96 hours.

#### **20.16 Service Breaks**

Approved absences without pay shall not be considered breaks in service. This does not mean an employee will accumulate or accrue benefits as though they were working, but that they will maintain existing benefits already accrued.

Health and welfare benefits shall continue during such absences and the employee portions for each full calendar month(s) that the employee receives no salary payment.

### **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

#### **22.01 Copies of Regulations**

The Employer agrees to ensure that copies of current WCB Regulations are available in each workplace and readily accessible to all employees.

#### **22.04 Communicable Disease**

- (a) It is agreed that:
  - (1) there be active promotion for communicable disease control information, in particular Hepatitis B prevention and protocol, in individual workplaces.
  - (2) specifically, written information in addition to formal presentation utilizing guest speakers and audio visual materials, as appropriate should be provided.
  - (3) Local Occupational Health and Safety Committees should coordinate these activities. Materials should be obtained directly from the Director of Epidemiology, Preventive Services, Ministry of Health.
- (b) Voluntary Hepatitis B immunization shall be provided by the Employer free of charge to the employees.

#### **22.13 Violence in the Workplace**

The Employer and the Union recognize the need for a safe working environment free of violence or threats of violence. Violence is defined as the attempted or actual exercise by a person of any physical force so as to cause injury to an employee and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that they are at risk of injury. The Employer will implement a prevention program which includes, but is not limited to, the following elements:

- (a) The Employer will conduct regular risk assessments in accordance with OH&S Regulation 4.28 and the handbook "*Preventing Workplace Violence: A Guide for the B.C. Public Service*". Should the Union notify the Employer of its concern for the safety of any worksite due to the potential of violence, the Employer will conduct a timely risk assessment to determine whether there is a risk of injury to employees.

(b) Where a risk of injury is identified from a violence risk assessment, the Employer will, in consultation with the Union, establish on a timely basis, policies, procedures and work environment arrangements to eliminate, or if that is not possible, to minimize the risk to employees. Such initiatives shall include:

- (1) training of employees in the means for recognition of the potential for violence and in the appropriate means of protecting themselves from violence;
- (2) policies, procedures, documentation and work environment measures to minimize or control the risk to employees from violence including policies and procedures for protection of employees who may be required to work alone, and this information will be made available to staff;
- (3) policies and procedures for the reporting and investigation of incidents and corrective action in accordance with OH&S Regulation Sections 2 and 3 and Division 10 of the *Workers Compensation Act*.

(c) Subject to statutory limitation, employees shall be informed concerning the potential for violence from a client, a person in care or custody, or another member of the public, where such a person is known to have a history of violence.

(d) Where there is a risk of verbal abuse from a client, a person in care or custody or another member of the public, appropriate measures to protect employees shall be implemented.

(e) When an employee has suffered as a result of violence, the BCNU steward coordinator or designate of the BCNU shall be notified as soon as is reasonably possible.

(f) Immediate critical incident stress debriefing and post traumatic counseling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counseling sessions will be without loss of pay. The steward referred to in (e) and the Union office will be notified by the Employer where an employee is referred for such debriefing or counselling.

### **ARTICLE 23 - EDUCATION POLICY**

The Employer and the Union agree that one of the means of improving the quality of nursing care and the delivery of health-care services is to provide opportunities for nurses to acquire, and put into practise, knowledge and skills essential to this end. The Employer and the Union also recognize that the responsibility for continuing education of nurses is shared by the individual nurse, the professional organization, the Employer, education institutions, and health-care agencies.

#### **23.01 Educational Leave and Assistance**

(a) Requests for educational assistance will only be considered from regular employees who have completed their probationary period.

(b) The Employer may grant educational assistance in the form of leave (with or without pay), tuition fees, expenses and/or any other monetary aid, for education programs, courses, workshops and/or seminars. At no time, however, will the amount paid in salary together with any additional funding in the form of scholarships, bursaries, grants, etc., exceed 100% of the employees normal basic salary. This is exclusive of tuition fees and other expenses which may be paid or shared by the Employer and of monies paid to the employee to provide for additional expenses for approved research or relevant courses.



(c) The duration of education leave granted to employees to take advanced or special training beneficial to both the Employer and the employee, may be for varying periods of up to one year. Under special circumstances, this leave may be renewed but only when the applicant shows evidence of satisfactory progress in this course during the initial leave period.

(d) (1) Applications for educational leave for periods of four months or longer must be submitted to the Employer at least two months prior to the beginning of the requested leave period.

(2) Applications for educational leave for periods of less than four months should be submitted to the Employer with as much lead time as practical.

(e) An eligible employee with three or more years of continuous service with the Employer may be granted sabbatical leave with full or partial pay or without pay, for a period of time approved by the Employer. During the sabbatical leave it would be the obligation of the nurse to attend continuing education programs, a research project, visit other facilities, interview leaders in the health field, donate work to a community agency, or any other legitimate task which would benefit the nurse's development.

If an employee has received financial assistance from the Employer, it would be the obligation of the employee, if requested by the Employer, to pass on this information and new knowledge to their co-workers through programs of in-service education.

(f) (1) An employee shall be granted leave without loss of basic pay to take courses at the request of the Employer. The Employer shall bear the full cost of the courses and related expenses.

(2) An employee shall be granted leave with pay to take courses at the direction of the Employer. The Employer shall bear the full cost of the courses and related expenses.

(g) Costs related to the basic preparation and training required for registration as a Registered Nurse or Registered Psychiatric Nurse shall be the responsibility of the individual employee.

(h) When requests for education leave are considered, an endeavour will be made to provide equalized opportunities to select courses for eligible employees in smaller communities within the Province and may include leave of absence without loss of pay, travel expenses and costs associated with smaller population centres.

(i) (1) An employee granted educational leave with full or partial pay shall be required to sign a statement stating that, on the completion of the leave they will remain in the service of the Employer for a period equivalent to three times the length of their education leave multiplied by the percentage of basic salary.

(2) Should they leave the service of the Employer before this period expires they shall refund to the Employer the total cost of their training, including allowance and expenses on a pro rata basis.

(3) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain in the service of the Employer for a period equivalent to the leave granted, or refund any financial assistance granted under this section on a pro rata basis.

(j) Employees required to write an examination leading toward a degree, certificate, or diploma relevant to nursing shall be granted the full day(s) of the examination(s) plus necessary travelling time without loss of basic pay.

#### **23.04 Academic Bonuses**

The following bonuses will be paid for the acquisition of the following academic qualifications:

- (a) A regular employee who has received a Baccalaureate degree in Nursing from a recognized university in Canada or the United States will receive an additional \$46 biweekly.
- (b) A regular employee who has received a Master's degree in Nursing from a recognized university in Canada or the United States will receive an additional \$57.49 biweekly.
- (c) A regular employee who has received a Baccalaureate degree with major in psychology, sociology or in a course of study approved by the Employer from a recognized university in Canada or the United States, the content of which is related to nursing practice will receive an additional \$46 biweekly.
- (d) A regular employee who has received a Master's degree in psychology, sociology or in a course of study approved by the Employer from a recognized university of Canada or the United States, the content of which is related to nursing practice will receive an additional \$57.49 biweekly.
- (e) CNA/CHA Certification in Nursing Administration, BCHA/BCIT Certificate in Nursing Administration, BCHA/BCIT Certificate in Health Care Management, CHA Certificate in Departmental Management: \$11.50 biweekly.
- (f) Successful completion of a post graduate certificate or diploma program of a minimum of one academic year (eight months) or its equivalent from a recognized college or similar educational facility in Canada or the United States, the content of which is related to nursing practice or to the supervision of nurses: \$23 biweekly.
- (g) A certificate, diploma or degree substantially similar in context to (c), (d), (e) and (f) above, granted by an educational facility outside Canada or the United States, at the rate equivalent to the appropriate analogous qualifications listed above.
- (h) These bonuses are not cumulative; the amount shown against the highest qualification will be paid where an employee has more than one such qualification.

#### **ARTICLE 24 - NO EMPLOYEE LIABILITY**

##### **24.01 Actions of Patients**

- (a) When, in the proper performance of their duties, employees are supervising patients participating in authorized activities or programmes, such employees shall not be held responsible for acts committed by such patients.
- (b) When employees transport patients in employer vehicles in the proper performance of their duties, such employees shall not be held responsible for acts committed by such patients.

##### **24.02 Personal Property Damage**

- (a) Upon submission of reasonable proof, the Employer will repair or replace employee's chattels damaged while on duty by the actions of a patient, provided such personal property be articles of a type suitable for use or wear while on duty.
- (b) Upon submission of reasonable proof of damage by any patient to an employee's property the Employer will repair or indemnify.

#### **ARTICLE 26 - ACCUMULATION OF TIME**

##### **26.01 Compensation for Statutory Holidays, Overtime and Standby**

- (a) Wherever in this agreement there are provisions made for compensation for statutory holidays, overtime or standby, the employee may elect (subject to the other provisions of this article) to receive that portion of the compensation which is in excess of basic salary, as cash or as time off.
- (b) When an employee elects to take such compensation as time off, the employee may accumulate such time so that on any given date the employee may have an accumulation of not exceeding 10 days.
- (c) An employee may elect at any time upon reasonable notice to convert their accumulation of time or a portion thereof to cash.
- (d) An employee may elect to take their accumulated time or a portion thereof at a mutually agreed time.
- (e) Notwithstanding (b) above the Bargaining Principals may agree that the 10-day maximum accumulation may be exceeded for a specified time limited period and for a specified group of employees. Any such agreement must be in writing.

### **26.02 Compensation for Surplus Time**

An employee shall be entitled to take the earned surplus time, not required to be scheduled, as cash or time off at their option. The scheduling of such time off shall be by mutual agreement at the local level subject to operational requirements. Such surplus taken in cash shall not be counted as part of the annual working hours. Such earned time off shall form part of the accumulation provided in Clause 26.01 above.

### **26.03 Requests for Time Off Procedures**

- (a) Where deemed appropriate by the parties at the local level, each worksite shall develop a procedure detailing when employees can apply for time off under this article. Proposals to develop such a procedure shall be reasonably considered by the Employer. Such procedures shall be mutually agreed upon by the Employer and the local union. Mutual agreement shall not be unreasonably withheld.
- (b) The procedure in (a) above will set reasonable timeframes for when employees can apply for time off and the Employer will grant requests in a timely manner.
- (c) All requests must be submitted on the approved request form.
- (d) Requests for time off will be granted on a first come first serve basis. However, should more than one employee on a unit submit a request for same days off, and the request forms are submitted on the same day, the most senior employee will be given preference.
- (e) There shall be no restriction on requests for time off as long as the operational requirements of the unit are met.

## **ARTICLE 30 - GENERAL CONDITIONS**

### **30.12 Positions Temporarily Vacant**

The Employer acknowledges that, except in the case of emergency, the workload of an employee covered by this agreement will not be unduly increased as a result of positions vacant due to illness, vacation, or recruitment lag.

### **30.15 Clothing and Uniforms**

- (a) *Clothing*
  - (1) The type of clothing worn by an employee (uniforms or street clothing) shall be as determined by mutual agreement compatible with the type of work involved. If a uniform is

necessary, it shall be of a type and style agreed upon. The Employer shall provide the appropriate uniform to employees required to wear a uniform.

(2) Where conditions are such that either a uniform or street clothes is appropriate, the option of the type of wearing apparel shall be at the discretion of the employee.

(b) *Protective Clothing*

Wearing apparel required to protect the employee's clothing, to provide aseptic techniques, or non-standard apparel for isolation, or similar work areas, shall be determined by mutual agreement and shall be provided, maintained and retained by the Employer.

(c) *Pins*

Except where it is a hazard to patients, employees shall be allowed to wear their graduation pin, union lapel pin and Association registration pin.

**MEMORANDUM OF UNDERSTANDING #1  
IN CHARGE**

(a) For Broadmead Care Society, employees classified at the Nurse 4 level only, shall receive a special allowance of \$9.38 per eight hour shift and \$15.00 per 12-hour shift worked where such employees are "*in-charge*". This allowance will apply when the majority of the shift is worked and shall not be prorated.

(b) Where the incumbent of a higher paying position is temporarily absent for three or more hours, employees classified at the Nurse 4 level only and "*in-charge*" shall receive a special allowance of \$1.25 per hour worked.

(c) In the circumstances of (b) above, Clause 27.4 (Substitution Pay) will only apply where the temporary absence is known in advance to exceed 16 consecutive shifts. If the Employer determines that it will not designate an employee pursuant to Clause 27.4, then (a) above will apply.

(d) Where a Supervisory Nurse position is vacant, the Employer shall determine whether to designate an employee to substitute pursuant to Clause 27.4. If there is no substitution, then (a) above will apply.

(e) An employee shall not receive both the "*in-charge*" special allowance and substitution pay on any given shift.

(f) "*In-charge*" means assuming supervisory and/or administrative duties over and above regular clinical duties, but is not a designation pursuant to Clause 27.4 to assume the principal duties of a higher paying position.

(g) The "*in-charge*" special allowance payable under (a) and (b) shall be paid according to classification seniority within Broadmead Care Society.

(h) The Employer will consult with the Union respecting expected duties for employees who are assigned "*in-charge*" responsibilities as defined in (g) above.

(i) On each full day, afternoon, or night shift where no nurse supervisor is scheduled to work, MOU#1 (a) or (b) shall apply for one Nurse Level 4 per shift (Broadmead Care Society).

(j) Notwithstanding the above, the In-Charge special allowance of \$15.00 per 12 hour shift will apply to Nigel Program as follows:

- Nurse 4's working night shift
- Nurse 4's working day shift and night shift on weekends and statutory holidays
- Nurse 4's working the day shift when the Nigel Manager is on an approved absence.

**MEMORANDUM OF UNDERSTANDING #12  
NURSING ADVOCACY COMMITTEE/PROFESSIONAL RESPONSIBILITY CLAUSE**

**A. Committee Structure**

At the request of either party, the parties will form a joint committee of two representatives from the Employer and two from the Union.

The Union representatives attending at committee meetings will be granted union leave without loss of basic pay.

Meetings of the committee shall be held at the call of either party within 21 calendar days of such call.

Members of the committee shall have access to any policy and procedure manuals as required to undertake its mandate.

Part B of this Memorandum is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the Public Sector Agreement.

**B. Committee Mandate and Responsibilities**

The mandate of the committee is to ensure that direct caregiver input is an integral element of the Employer's policy development and response to the changing demands in health care delivery.

The committee will be charged with specific responsibility for the following areas:

**Professional Responsibility**

In the interest of safe patient/resident/client care and safe nursing practice, the parties agree to a problem solving process to address employee concerns relative to patient/resident/client care including:

- nursing practice conditions
- safety of patients
- workload

The committee will oversee the reporting infrastructure outlined below, which is a vehicle for employees to raise concerns in respect of the above.

(a)

(i) An employee with a concern related to safe patient/resident/client care or safe nursing practice shall discuss the matter with their immediate supervisor. Every effort will be made to resolve the concern at this stage.

(ii) Within 14 calendar days of the discussion pursuant to (i) above, where the matter remains unresolved, the employee shall refer it to the responsible excluded manager. The employee shall provide the manager with specific details of their concern, in writing, with a copy to their immediate supervisor.

(iii) Within 14 calendar days after receipt of the written concern pursuant to (ii) above, should the matter remain unresolved, the employee shall refer to the Nursing Advisory Committee.

The Nursing Advocacy Committee may make specific recommendations to the Bargaining Principals which relate to improving the processes outlined in this Memorandum and any other recommendations it may consider necessary to promote and maintain safe patient/resident/client care, safe nursing practice and the safety of patients and nurses.

**MEMORANDUM OF UNDERSTANDING #22**  
**RE: RECRUITMENT AND RETENTION INCENTIVE ADJUSTMENT**

The parties recognize that the Public Service shares in the systematic difficulty of recruiting and retaining nurses. Incentives to address these problems can assist Public Service employers in offering comparable career opportunities to prospective employees.

Therefore, the parties agree to address specific recruitment and retention difficulties in the following manner:

For the term of the current collective agreement:

1. When working afternoon shift, as defined in the Public Sector Agreement, the employee will receive a recruitment and retention supplemental payment of 30 cents per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed \$1.50 per hour.
2. When working night shift, as defined in the Public Sector Agreement, the employee will receive a recruitment and retention supplemental payment of \$1.65 per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed \$2.95 per hour.
3. In addition to any other premiums or incentives received, an employee will receive a recruitment and retention supplemental payment of \$1.50 per hour worked between 2300 hours Friday and 2300 hours Sunday.
4. For the purposes of applying the terms of the collective agreement the above noted supplemental payments will be applied in the same manner as the shift differential in Article 15.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Broadmead Care Society**  
**and**  
**British Columbia Nurses' Union**

**RE: Extended Work Day/Compressed Work Week**

**Preamble**

The purpose of this Memorandum of Agreement is to acknowledge the existence of an extended workday/compressed workweek at Nigel House.

This Memorandum of Agreement applies to employees at Nigel House with Extended Hours.

It is understood and agreed that:

- A) With the exception of the provisions set forth in this Memorandum, all other terms and conditions of the collective agreement will apply.
- B) As a general principle and unless otherwise revised in this Memorandum, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular workday/workweek as set forth in the collective agreement.
- C) As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefit(s) presently contained within the collective agreement.

D) For the purposes of this Memorandum and where revised, “*days*” have been converted into working hours, so that one day shall equal seven paid hours. For example, three days compassionate leave is converted to:  $3 \times 7.0 = 21.0$  working hours. This section applies to the following Articles: 18, 20.01, 20.02, 20.03, 20.16, and 20.18.

E) Any change deemed necessary in this Memorandum may be made by mutual agreement between the parties at any time during the life of this Memorandum