

**COLLECTIVE AGREEMENT**

**between the**

**BUSINESS PRACTICES &  
CONSUMER PROTECTION AUTHORITY  
(The "*Employer*")**

**and the**

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

**Effective from January 1, 2018 to December 31, 2021**

## TABLE OF CONTENTS

<b>DEFINITIONS</b> .....	<b>1</b>
<b>ARTICLE 1 - PREAMBLE</b> .....	<b>3</b>
1.1 Purpose of Agreement.....	3
1.2 Future Legislation .....	3
1.3 Conflict with Regulations.....	3
1.4 Agreement .....	3
1.5 Singular and Plural.....	4
1.6 Respectful Workplace.....	4
1.7 Complaint Process .....	4
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS</b> .....	<b>5</b>
2.1 Bargaining Unit Defined.....	5
2.2 Bargaining Agent Recognition .....	6
2.3 Correspondence.....	6
2.4 No Other Agreement .....	6
2.5 No Discrimination for Union Activity .....	6
2.6 Recognition and Rights of Stewards .....	6
2.7 Bulletin Boards .....	7
2.8 Union Insignia .....	7
2.9 Right to Refuse to Cross Picket Lines .....	7
2.10 Time Off for Union Business.....	7
2.11 Union Meetings.....	7
2.12 Union Representatives .....	8
<b>ARTICLE 3 - CHECK-OFF OF UNION DUES</b> .....	<b>8</b>
<b>ARTICLE 4 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES</b> .....	<b>9</b>
<b>ARTICLE 5 - EMPLOYER'S RIGHTS</b> .....	<b>9</b>
<b>ARTICLE 6 - EMPLOYER/UNION RELATIONS</b> .....	<b>10</b>
6.1 Union and Employer Representation.....	10
6.2 Union Bargaining Committees .....	10
6.3 Union Representatives .....	10
6.4 Technical Information.....	10
6.5 Policy Meetings.....	10
6.6 Emergency Services .....	10
<b>ARTICLE 7 - GRIEVANCE PROCEDURE</b> .....	<b>11</b>
7.1 Definition.....	11
7.2 Purpose of Grievance Procedure .....	11
7.3 Grievance Procedure .....	11
7.4 Preliminary Resolution .....	11
7.5 Settlement Discussions.....	11
7.6 Referral to Arbitration .....	12
7.7 Policy or Suspension or Termination Grievance.....	12
7.8 Failure to Observe Time Limits.....	12
7.9 Deviation from Grievance Procedure .....	12
<b>ARTICLE 8 - ARBITRATION</b> .....	<b>12</b>
8.1 Single Arbitrator.....	12

8.2	Binding Decision.....	12
8.3	Jurisdiction of Arbitrator.....	12
8.4	Cost of Arbitrator .....	13
<b>ARTICLE 9 - EMPLOYEE RELATIONS AND PERFORMANCE MANAGEMENT .....</b>		<b>13</b>
9.1	Purpose .....	13
9.2	Assignment of Work .....	13
9.3	Performance Appraisal Process.....	13
9.4	Discipline and Dismissal.....	13
9.5	Abandonment of Position .....	14
9.6	Discipline Records .....	14
9.7	Personnel File.....	14
<b>ARTICLE 10 - SENIORITY .....</b>		<b>14</b>
10.1	Seniority Defined .....	14
10.2	Seniority List.....	15
10.3	Loss of Seniority .....	15
10.4	Re-Employment .....	15
10.5	Bridging of Service .....	15
10.6	Same Service Seniority Date.....	16
<b>ARTICLE 11 - LAYOFF AND RECALL.....</b>		<b>16</b>
11.1	Definition.....	16
11.2	Pre-Layoff Canvass.....	16
11.3	Union Notification.....	16
11.4	Layoff.....	16
11.5	Sequence .....	16
11.6	Bumping .....	16
11.7	Recall .....	17
11.8	Employee's Responsibility .....	17
11.9	Rate Upon Recall.....	17
11.10	Severance Pay .....	17
<b>ARTICLE 12 - HOURS OF WORK AND OVERTIME .....</b>		<b>17</b>
12.1	Hours of Work.....	17
12.2	Hours of Work.....	18
12.3	Conversion of Hours .....	18
12.4	Overtime .....	18
12.5	Overtime Entitlement.....	19
12.6	Recording of Overtime .....	19
12.7	Overtime Pay.....	19
12.8	Overtime Meal Allowance .....	19
12.9	Right to Refuse Overtime .....	20
12.10	Overtime for Part-Time Employees.....	20
12.11	Rest Interval After Overtime .....	20
12.12	Overtime on Day of Rest .....	20
<b>ARTICLE 13 - PAID HOLIDAYS.....</b>		<b>20</b>
13.1	Paid Holidays.....	20
13.2	Holidays Falling on Saturday or Sunday .....	20
13.3	Holiday Falling on a Day of Rest .....	21
13.4	Holiday Falling on a Scheduled Workday.....	21

13.5	Holiday Coinciding With a Day of Vacation.....	21
13.6	Paid Holiday Pay.....	21
13.7	Scheduling Paid Holiday Lieu Days.....	21
<b>ARTICLE 14 - ANNUAL VACATIONS .....</b>		<b>21</b>
14.1	Annual Vacation Entitlement .....	21
14.2	Vacation Earnings for Partial Years .....	22
14.3	Vacation Scheduling.....	22
14.4	Prime Time Vacation Period.....	23
14.5	Vacation Preference .....	23
14.6	Vacation Relief .....	23
14.7	Vacation Pay.....	23
14.8	Approved Leave of Absence With Pay .....	23
14.9	Vacation Carryover .....	23
14.10	Callback From Vacation .....	24
14.11	Vacation Leave on Retirement .....	24
14.12	Vacation Credits Upon Death.....	24
<b>ARTICLE 15 - SHORT-TERM ILLNESS &amp; INJURY AND LONG-TERM DISABILITY .....</b>		<b>24</b>
<b>ARTICLE 16 - LEAVES WITH PAY .....</b>		<b>24</b>
16.1	Bereavement Leave .....	24
16.2	Leave with Pay .....	25
16.3	Elections .....	25
16.4	General Leave .....	25
16.5	Emergency Service Leave .....	25
16.6	Canadian Armed Forces.....	25
16.7	Donor Leave .....	26
16.8	Other Religious Observances .....	26
16.9	Compassionate Care Leave .....	26
16.10	Leave Respecting Death of Child .....	26
16.11	Leave Respecting Disappearance of Child .....	26
<b>ARTICLE 17 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE.....</b>		<b>27</b>
17.1	Maternity Leave .....	27
17.2	Parental Leave.....	27
17.3	Benefit Waiting Period & Allowance.....	27
17.4	Maximum Combined Entitlement.....	27
17.5	Maternity Leave Allowance.....	28
17.6	Parental Leave Allowance .....	28
17.7	Pre-Placement Adoption Leave.....	28
17.8	Benefits Continuation .....	28
17.9	Deemed Resignation.....	29
17.10	Entitlements Upon Return to Work .....	29
17.11	Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment ...	29
17.12	Benefits Upon Layoff .....	29
17.13	Additional Child Care Leave.....	29
<b>ARTICLE 18 - OCCUPATIONAL HEALTH &amp; SAFETY .....</b>		<b>30</b>
18.1	Statutory Compliance .....	30
18.2	Joint Occupational Health and Safety Committees.....	30
18.3	Unsafe Working Conditions.....	30

18.4	Occupational First Aid Requirements and Courses .....	30
18.5	Day of Injury .....	31
18.6	Training Program for Committee Members .....	31
18.7	Protective Clothing .....	31
18.8	Workplace Violence .....	31
18.9	Strain Injury Prevention.....	31
18.10	Employees Working Alone .....	32
18.11	Investigation of Accidents .....	32
18.12	Union Label .....	32
<b>ARTICLE 19 - HEALTH AND WELFARE .....</b>		<b>32</b>
19.1	Basic Medical Insurance .....	32
19.2	Extended Health and Dental Care Plan.....	32
19.3	Group Life Insurance.....	32
19.4	Optional Spouse/Dependent Group Life Insurance .....	33
19.5	Group Aviation Accident Insurance .....	33
19.6	Short-Term Illness and Injury Plan .....	33
19.7	Long Term Disability Plan .....	33
19.8	Employee and Family Assistance Program .....	33
19.9	Coverage and Changes .....	33
<b>ARTICLE 20 - TECHNOLOGICAL CHANGE .....</b>		<b>34</b>
<b>ARTICLE 21 - CONTRACTING OUT .....</b>		<b>35</b>
<b>ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES .....</b>		<b>35</b>
22.1	Paydays.....	35
22.2	Rates of Pay.....	35
22.3	Substitution Pay .....	36
22.4	Rate of Pay on Reclassification or Promotion.....	36
22.5	Pay on Temporary Assignment .....	37
22.6	Salary Protection and Downward Reclassification of Position.....	37
22.7	Vehicle Allowances .....	37
22.8	Meal Allowances.....	37
22.9	Relocation Expenses .....	37
22.10	Retirement Allowance and Pre-Retirement Leave .....	38
22.11	Salary Rate Upon Employment .....	38
22.12	Salary Rate on Demotion.....	38
22.13	Hourly, Daily and Partial Month Calculations .....	38
22.14	Child Care Expenses .....	39
22.15	Lodging Allowance .....	39
22.16	Travel Expense Reimbursement.....	39
22.17	Vehicles .....	39
22.18	Expenses Within Headquarters Area .....	40
22.19	Entertainment Expenses.....	40
22.20	Personal Duties .....	40
22.21	Damage to Personal Property .....	40
22.22	Change of Work Location .....	40
<b>ARTICLE 23 - CLASSIFICATION AND RECLASSIFICATION .....</b>		<b>40</b>
23.1	Classification Plan .....	40
23.2	Classification Appeal Procedure .....	41



23.3	Adjudication .....	42
23.4	Effective Dates .....	42
23.5	Elimination of Present Classification .....	42
<b>ARTICLE 24 - PROMOTIONS, TRAINING AND CAREER DEVELOPMENT .....</b>		<b>42</b>
24.1	Temporary Vacancies .....	42
24.2	Vacancies.....	42
24.3	Union Observer .....	42
24.4	Criteria .....	43
24.5	Trial Period .....	43
24.6	Training and Career Development .....	43
24.7	Training and Educational Assistance .....	43
24.8	Conferences and Seminars .....	43
24.9	Educational Leave .....	44
24.10	Professional Memberships .....	44
<b>ARTICLE 25 - JOINT COMMITTEE.....</b>		<b>44</b>
25.1	Establishment of Joint Committee .....	44
25.2	Meetings of Committee.....	45
25.3	Responsibilities of Committee .....	45
<b>ARTICLE 26 - GENERAL CONDITIONS.....</b>		<b>45</b>
26.1	Indemnity .....	45
26.2	Payroll Deductions .....	46
26.3	Copies of Agreements.....	46
26.4	Private Vehicle Damage.....	47
26.5	Personal Property Damage.....	47
26.6	Disclosure of Information .....	47
26.7	Electronic Monitoring .....	48
26.8	Administrative Services Recognition Day.....	48
<b>ARTICLE 27 - EMPLOYMENT STATUS .....</b>		<b>48</b>
27.1	Probationary Period.....	48
27.2	Full-Time Regular Employees .....	48
27.3	Part-Time Regular Employees .....	48
27.4	Temporary Employees.....	48
27.5	Temporary Employees (Less than 1827 hours) .....	49
27.6	Temporary Employees (Greater than 1827 hours).....	49
27.7	Cooperative Education Students.....	49
27.8	Casual Employees .....	50
<b>ARTICLE 28 - TERM OF AGREEMENT .....</b>		<b>50</b>
28.1	Duration .....	50
28.2	Notice to Bargain .....	50
28.3	Commencement of Bargaining.....	50
28.4	Change in agreement .....	50
28.5	Agreement to Continue in Force.....	50
28.6	Effective Date of Agreement.....	50
<b>APPENDIX 1 .....</b>		<b>52</b>
<b>APPENDIX 2 - Short-Term Illness &amp; Injury and Long-Term Disability .....</b>		<b>54</b>
<b>APPENDIX 3 - Relocation Expenses.....</b>		<b>66</b>

<b>LETTER OF UNDERSTANDING #1 - Unintended Consequences .....</b>	<b>70</b>
<b>LETTER OF UNDERSTANDING #2 - Telework .....</b>	<b>70</b>
<b>LETTER OF UNDERSTANDING #3 - Joint Committee to Review the Job Evaluation and Classification Processes and Systems.....</b>	<b>71</b>
<b>LETTER OF UNDERSTANDING #4 - Expedited Arbitration .....</b>	<b>72</b>
<b>LETTER OF UNDERSTANDING #5 - Employment Equity .....</b>	<b>72</b>

## DEFINITIONS

For the purpose of this agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on March 8, 1974, formerly known as Ministry of Public Safety and Solicitor General - Compliance and Consumer Services Division and for which the Business Practices & Consumer Protection Authority is now the successor employer effective July 4, 2004;
  - (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection;
  - (3) "*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;
  - (4) "*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;
  - (5) "*continuous employment*" or "*continuous service*" - means uninterrupted employment with BPCPA, including employment with the government of the Province of BC for those transferred as of July 4, 2004 to BPCPA, subject to the provisions of Clause 10.3;
  - (6) "*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;
  - (7) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
  - (8) "*President and CEO*" - the President and Chief Executive Officer of the Business Practices & Consumer Protection Authority.
  - (9) "*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) "*temporary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
      1. positions created to carry out special projects or work which is not continuous;
      2. temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave;
      3. 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;
- "*employee*" - does not include:
- (a) persons excluded pursuant to Article 2.1;
- (10) "*Employer*" - means the Business Practices & Consumer Protection Authority;



(11) "*field status*" - employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

(12) "*headquarters or geographic location*" - is that area within a radius of 32 kilometers of where an employee ordinarily performs their duties. For the purposes of Article 11 and Appendix 3, and relocation expenses arising therefrom, "*headquarters or geographic location*" will be redefined as a radius of 50 kilometers (32 kilometers in the GVRD or CRD) of where an employee ordinarily performs their duties.

When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

(13) "*holiday*" - means the 24 hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;

(14) "*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;

(15) "*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;

(16) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;

(17) "*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 11 - Layoff and Recall or Article 27 - Employment Status;

(18) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;

(19) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;

(20) "*probation*" - means 913 hours of work at straight-time rates;

(21) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;

(22) "*relocation*" - refers to the movement of an employee from one geographic location to another;

(23) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;

(24) "*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;

(25) "*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;

(26) "*spouse*" - includes husband, wife and common-law spouse;

(27) "*termination*" - is the separation of an employee from the Business Practices & Consumer Protection Authority (BPCPA) for cause pursuant to Article 9 - Employee Relations and Performance Management, Article 10 - Seniority, or Article 27 - Employment Status;

(28) "*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;

(29) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU);

(30) "*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;

(31) "*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 following are the purposes of this agreement:

- (a) To establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the Business Practices & Consumer Protection Authority (BPCPA) and will work together to build a culture that:
  - (1) builds harmony and trust;
  - (2) develops employee choice coupled with personal accountability for the work each employee contributes;
  - (3) allows all employees to achieve their highest possible work potential;
  - (4) promotes transparency, integrity and effective resolution of workplace issues and all disputes; and
  - (5) promotes the health and sustainability of the organization through effectively adapting to changes in the economy and/or the direction of the organization, including the development of work-related skills.
- (c) To set forth all agreements between the Employer and the Union regarding rates of pay, hours of work and other conditions of employment.

### 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 Regulations

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

### 1.4 Agreement

The agreement will be the principal agreement under which all negotiable items are bargained.

### 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 Respectful Workplace

(a) The parties respect the rights and interests of all individuals and are committed to providing a working environment free of bullying and harassment, including sexual harassment. Bullying and harassment in any form, by any person, including peers, subordinates, supervisors, or managers, is not acceptable and will not be tolerated in any workplaces.

(b) The Employer in cooperation with the Union is committed to providing a workplace free of bullying and harassment (including sexual harassment), and to comply with the *Workers Compensation Act* and the *Human Rights Code* as amended from time to time. Including to:

- (1) Foster a workplace of respectful behaviour and promote awareness of human rights.
- (2) Prevent all forms of bullying, harassment and discrimination based on the prohibited grounds identified in the above noted legislation.
- (3) Prevent all forms of personal bullying, harassment and disrespectful behaviour.
- (4) Prevent all forms of bullying and harassment through education, early identification and corrective discipline, where appropriate.
- (5) Meet the Employer's ethical and legal obligations to establish, promote, and maintain a workplace free from bullying, harassment, discrimination and disrespectful behaviour.
- (6) Ensure the Employer has a procedure for investigating and resolving complaints of bullying and harassment, as well as remedying situations when instances of bullying, harassment and discrimination occur.
- (7) Ensure all staff feel safe at work.

(c) Discrimination, harassment or bullying does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities. However, it may occur 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 to reasonably be known to be inappropriate.

(d) 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.

(e) 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 Human Rights Tribunal or to the process specified in Clause 1.7. 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 1.7.

(f) 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.

### 1.7 Complaint Process

(a) If an employee believes they have a complaint of bullying, harassment or discrimination the following process should be followed:

(1) *Step 1:* As soon as possible, and no later than six months after the event giving rise to the complaint, approach the individual to come to a resolution together. Alternatively, the employee shall approach their supervisor or union steward to request assistance with resolving a complaint if the employee does not feel comfortable approaching the individual. If the individual is the employee's supervisor, they should proceed to Step 2.

(2) *Step 2:* If the matter is not resolved, the employee may approach an excluded manager for assistance in resolving the issue, or the matter may be presented by their Union Representative. This manager will investigate the allegation and 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.

(3) *Step 3:* If the matter is still not resolved, the employee or Union may refer the matter in writing to the CEO (or CEO designate) who will have the matter investigated and resolved by an independent investigator.

(b) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the independent investigator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

(c) If the independent investigator determines that discrimination, bullying and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(d) 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.

(e) 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 certification, except those positions excluded by mutual agreement between the parties or excluded by the Labour Relations Board.

(b) Bargaining unit work of an ongoing nature will not be performed by non-bargaining unit persons.

(c) When the Employer wishes to exclude a position from the bargaining unit or substantially change a position in the bargaining unit, it shall notify the Union in writing.

(d) The Employer will provide to the Union a copy of the organization chart for the immediate department where the position is located, a copy of the position's job description, a copy of the job description for the position which supervises the applied for position, and its rationale for wanting to exclude the position based on the definitions set out in the Labour Relations Code.

(1) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.

(2) If no agreement is reached or if no response is received from the Union within 60 days of notification in (1) above, the Employer may make application to the Labour Relations Board for determination.



(3) Where a matter has been referred to the Labour Relations Board, the Employer may fill the position pending the decision from the Labour Relations Board.

(4) The Labour Relations Board decision will be binding on the parties.

## **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 and varied by successorship on July 4, 2004, applies.

## **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 both operational and geographic considerations.

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

(c) 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.

(d) 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;

(3) supervision of ballot boxes and other related functions during ratification votes;

(4) attending meetings at the request of the Employer.



## 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". 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.

(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 Secretary-Treasurer of the B.C. Government and Service Employees' Union;

(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.

## 2.12 Union Representatives

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 - 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, and acknowledgement that the personal information noted in (i) below will be sent to the Union.
- (i) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

Note: if the Employer is unable to provide the file in ".csv" format, then ".xls" or ".xlsx" file formats are acceptable.

Column	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job / Position Title		
7	Service Start Date	yyyymmdd	
8	Appointment Code		Regular, Temporary etc.
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

#### ARTICLE 4 - 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) The Employer will notify the steward(s) when a new employee has been hired at their work location within the first 30 days of the new employee's date of hire. The steward shall be advised of the new employee's:
- (1) name
  - (2) work location
  - (3) work/ home/cellular telephone numbers
  - (4) personal email address
- (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 BPCPA 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 5 - 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 6 - EMPLOYER/UNION RELATIONS****6.1 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.

**6.2 Union Bargaining Committees**

A union bargaining committee shall be appointed and consist of up to three members of the bargaining committee and the President of the Union or his/her 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.

**6.3 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 the Business Practices & Consumer Protection Authority or section concerned. 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.

(c) 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 the Business Practices & Consumer Protection Authority or section concerned.

(d) Notwithstanding Clause 6.3(c), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the President and CEO of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Business Practices & Consumer Protection Authority or section concerned.

**6.4 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.

**6.5 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.

**6.6 Emergency Services**

The parties recognize that in the event of a strike or lockout as defined in the *Labour Relations Code* of BC 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 7 - GRIEVANCE PROCEDURE

### 7.1 Definition

"Grievance" means any difference or dispute concerning the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable.

### 7.2 Purpose of Grievance Procedure

The parties agree that the purpose of the grievance procedure is to identify and seek to resolve grievances as expeditiously as possible.

### 7.3 Grievance Procedure

The parties further agree that they will seek, through consultation, to avoid situations that may result in grievances and to resolve as many as possible at the Preliminary Resolution step of the grievance procedure.

### 7.4 Preliminary Resolution

#### Step 1

An employee shall attempt to resolve any potential disputes through discussions with their direct supervisor and/or the appropriate employer representative, as soon as possible but no later than 15 working days from the action or working circumstance giving rise to the dispute. This may take the form of one or more meetings. Every effort will be made by both parties to resolve the dispute at this stage.

The employee shall have the right to have their shop steward present at such discussion(s). Where the employee is also a shop steward, they shall not, where possible, act as a steward in respect of their own potential grievance, but shall have the right to another shop steward or union staff representative.

The direct supervisor and/or the appropriate employer representative shall respond verbally within three days of the last meeting with the employee and their shop steward of their decision to resolve the situation. The Employer will follow-up with an email to confirm the response.

#### Step 2

If the matter is not resolved at Preliminary Resolution, the employee shall present a grievance in writing to their Manager or delegate, within 10 working days, clearly setting forth:

- the article(s) involved,
- the full particulars of the alleged violation,
- the key areas in dispute,
- the discussion in the Preliminary Resolution step, and
- the remedy sought.

Within 10 working days of receipt of the written grievance a designate of the Employer will meet with a Union representative and attempt to resolve the grievance.

The Employer shall issue a written reply to the Union within 10 working days following the meeting.

### 7.5 Settlement Discussions

If the grievance remains unresolved at Step 2 and prior to the grievance being referred to Arbitration, the Employer and the Union will meet to attempt to resolve the grievance. These meetings will be held as required to discuss all outstanding grievances. It is the intention of the parties to be creative and work to resolve the outstanding grievance(s).



## **7.6 Referral to Arbitration**

If the grievance remains unresolved after the conclusion of the Settlement Resolution meeting, it may be referred to arbitration. Either party shall notify the other party in writing within 10 working days of the conclusion of the Settlement Resolution meeting of its desire to submit the grievance to arbitration. The parties may agree to expedited arbitration in accordance with LOU #4, Expedited Arbitration.

## **7.7 Policy or Suspension or Termination Grievance**

The Union shall have the right to initiate a policy grievance, or a grievance involving suspension or termination at Step 2.

## **7.8 Failure to Observe Time Limits**

Any grievance which is not processed to the next step within the time limits set out in this article shall be deemed to be settled on the basis of the last written reply conveyed by the Employer to the grievor and all rights and recourse to the grievance procedure shall be at an end. The time limits may be extended by mutual agreement between the parties.

## **7.9 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.

# **ARTICLE 8 - ARBITRATION**

## **8.1 Single Arbitrator**

Where a party gives notice of its desire to submit a grievance to arbitration, the parties shall agree on a single arbitrator. Failing agreement by the parties, the Director of the Collective Agreement Arbitration Bureau, at the request of either party, shall make the necessary appointment pursuant to the *Labour Relations Code*.

## **8.2 Binding Decision**

The Arbitrator shall hear and determine the grievance and shall issue a decision which is final and binding on the parties and any person affected by it, without stoppage of work.

## **8.3 Jurisdiction of Arbitrator**

The Arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this agreement.

However, an arbitrator 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.

#### **8.4 Cost of Arbitrator**

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator.

### **ARTICLE 9 - EMPLOYEE RELATIONS AND PERFORMANCE MANAGEMENT**

#### **9.1 Purpose**

The Employer's objective is to establish a good and mutually beneficial working relationship with its staff through a culture of accountability, flexibility and self-sustaining successful work teams and organization. This is accomplished through training, development, and an ongoing process of education and dialogue.

#### **9.2 Assignment of Work**

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.

#### **9.3 Performance Appraisal Process**

To develop and maintain a culture of accountability, employee performance appraisals will be completed by an employer representative, typically in the form of one-on-one meetings, no less than three times per year. The performance appraisal process is constructive in nature, guiding the coaching, training and development of employees. The appraisal process may focus on one or more of the following topics, but not limited to:

- (a) The employee's annual goals, understanding of their role as a team member in their business unit and how an employee's performance impacts business plan objectives.
- (b) Obstacles or tools related to the employee's work, to position the employee to be as effective as possible.
- (c) Identifying professional development and training, to ensure the Employer has a full understanding of where the employee would like to grow professionally.
- (d) Understanding employee's immediate supervisor's goals and effectiveness.
- (e) Areas of an employee's performance that require improvement to meet operational requirements and/or alignment with organizational culture.

Documentation of performance appraisal meetings will be reviewed by both the employee and employer representative and placed on employee personnel files.

#### **9.4 Discipline and Dismissal**

- (a) The Employer may discipline or dismiss an employee who has completed their probationary period for just and reasonable cause. Should the Employer discipline an employee, the discipline will be in writing and set out the reasons for the discipline and include the desired behaviour or performance standards.
- (b) Disciplinary action grievable by an employee shall include:
  - (1) Letters of reprimand;

- (2) Suspensions
- (3) Terminations, including rejection during probation; and,
- (4) Adverse performance appraisals

(c) An employee shall have the right to have a shop 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 will ensure the employee's right to a shop steward is realized. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(d) 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.

### **9.5 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.

### **9.6 Discipline Records**

An employee shall be given a copy of any disciplinary document placed in the employee's file. Such documentation will be removed from the employees file after the expiration of 18 months from the date it was issued provided that:

- (a) There has been no further infraction warranting discipline; and
- (b) The discipline was not of a serious nature, i.e. suspension.

### **9.7 Personnel File**

Upon request an employee shall have the right to view their personnel file.

## **ARTICLE 10 - SENIORITY**

### **10.1 Seniority Defined**

For the purpose of this agreement:

- (a) Service seniority shall mean the length of continuous service as a regular employee in the Public Service of British Columbia and service with BPCPA following successorship effective July 4, 2004. Service seniority for part-time employees shall be prorated on the basis of one years' 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 Appendix 2, Part III - Rehabilitation Committee 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 who left the bargaining unit to fill a position, within the BPCPA, shall be immediately credited, for the purposes of layoff 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.

### **10.2 Seniority List**

A current service seniority list for regular employees will be provided by the Employer to the President of the Union upon request.

### **10.3 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 17 - 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 in the event that:

- (1) they are discharged for cause;
- (2) subject to Clause 10.4, they voluntarily terminate their employment or abandon their position; or
- (3) they are on recall in accordance with Article 11.7.

### **10.4 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 contributions.

### **10.5 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.

#### **10.6 Same Service Seniority Date**

When two or more regular or temporary employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

### **ARTICLE 11 - LAYOFF AND RECALL**

#### **11.1 Definition**

A layoff includes a cessation of employment, or elimination of a job resulting from a reduction in the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in the organization.

#### **11.2 Pre-Layoff Canvass**

Prior to the layoff of a regular employees the employer may at its discretion, within the geographic location, canvass any employee or group of employees to invite:

- (a) Voluntary placement into a vacant regular position, that will not result in a promotion;
- (b) Resignation with severance; or
- (c) Where eligible, early retirement.

Where the employee's position is relocated, they shall be offered the position in the new location. An employee may decline an offer pursuant to this section.

#### **11.3 Union Notification**

In the event of a layoff, the Employer agrees to consult with the Union 45 days in advance of the anticipated layoff. If either the Union or the Employer request to meet and discuss the layoff and any potential alternative solutions, the Parties agree to so meet.

The affected employees will receive six weeks' notice or pay in lieu of notice.

#### **11.4 Layoff**

Employees shall be laid off within their classification, in their current geographic location, in reverse order of seniority, subject to the employee's ability to perform the required work, and subject to the Employer's statutory, regulatory, or other government-imposed obligations.

#### **11.5 Sequence**

Where practicable, the following in seniority order shall apply for layoffs: temporary employees, and then regular employees provided the remaining employees are qualified to do the work.

#### **11.6 Bumping**

- (a) An employee displaced from their position by the layoff procedure may bump another employee with less than three years seniority, provided they have the necessary qualifications and ability to perform the functions of the position.

In such cases, the employee shall retain their current rate of pay subject to the salary protection provisions under Article 22.6 if the classification of the position they bumped is at a lower rate. There



shall be no bumping up or bumping into a classification more than four grid levels below the employee's original classification. Part-time regular employees may not bump full-time regular employees.

(b) Retraining and Adjustment Period: Employees who have bumped into a new position will receive job orientation, including, where deemed appropriate, in-service training, and shall be allowed reasonable time to familiarize themselves with their new duties.

#### **11.7 Recall**

(a) A displaced employee shall be entitled to recall for regular or temporary work for a period of nine months.

(b) Employees shall be recalled in seniority order. If the Employer is unable, after reasonable efforts, to contact a laid off employee, the Employer may recall the next employee in the sequence.

#### **11.8 Employee's Responsibility**

It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.

#### **11.9 Rate Upon Recall**

Employees recalled to work shall receive the current rate for the classification into which they are recalled, however, they shall retain their prior grid increment.

#### **11.10 Severance Pay**

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

(b) A regular employee who has elected severance pay shall be entitled to payment in the amount equal to three weeks' pay for every year (1827 hours) at straight-time rates of regular service seniority or greater part thereof, to a maximum of 12 months' current salary.

(c) Early Retirement: When an employee aged 55 years or older and who is entitled to receive a pension under the Public Service Pension Plan Rules, as of the effective date of layoff, 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.

### **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

#### **12.1 Hours of Work**

Hours of work and overtime must strike a balance between flexibility and accountability. Employees have the flexibility to choose their working hours but will do so in the context of being accountable to achieve the performance measures and operational requirements.

The Employer will ensure that adequate resourcing is in place to ensure work demands are not unreasonable, however acknowledges that from time to time, workloads may increase temporarily. Where this occurs, the Employer and employees will work together to determine scheduling changes and where necessary, authorization for overtime.

The annual hours of work exclusive of meal periods but including paid holidays will be 1827, which is equivalent to an average of 70 hours biweekly. Part-time employees will have their maximum annual and biweekly hours pro-rated based on percentage of a full-time equivalent.

The 1827 annual hours means that all work schedules 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 per calendar year.

## 12.2 Hours of Work

The core hours of operation are 8:00 a.m. to 4:30 p.m.

The scheduled hours of work for all employees shall be:

- (a) A minimum of seven hours per day and a maximum of 10 hours per day, to a maximum of 70 hours biweekly. The seven hour minimum shall be waived if there are less than seven hours remaining in the 70 biweekly hours.
- (b) Employees may choose their length of workday and therefore workweek, subject to:
  - (1) meeting the required annual hours of work in accordance with this agreement,
  - (2) meeting the operational requirements as outlined by the Employer,
  - (3) being supported operationally and collaboratively by the employees in a work unit or department, and allowing for the efficient processing between departments, and
  - (4) employees, work units or departments being flexible about rescheduling work times to meet unexpected operational requirements.
- (c) The Employer recognizes the rights of employees to have meal and rest breaks. Therefore, employees will schedule the equivalent of two 15 minute paid rest breaks and one unpaid meal break of 30 to 60 minutes into their daily work schedule.
- (d) Subject to core hours of operation, management approval and related Occupational Health and Safety Working Alone requirements, employees shall choose their regular start and finish times.
- (e) Employees retain the right to periodically and temporarily modify start and finish times, provided operational requirements are met.

## 12.3 Conversion of Hours

- (a) *Vacation* - where an employee is granted vacation, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day. 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.
- (b) *Designated Paid Holidays* - where an employee is granted a designated paid holiday, the time off granted will be their actual scheduled daily hours per designated paid holiday for a full-time employee and prorated for a part-time employee.
- (c) *Sick Time* - Where an employee is on STIIP, they will be paid their actual scheduled daily hours.

## 12.4 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) Work units or departments will work collaboratively to ensure any overtime is shared equitably and in a schedule that allows for the operational requirements to be met.

- (c) Employees shall have the option of being compensated for overtime in cash or compensatory time off or a combination of both.
- (d) Any overtime owing at the end of the calendar year shall be paid out on the first paycheque of the following year.

### **12.5 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime in excess of their maximum daily scheduled hours, or the maximum of biweekly hours.
- (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.

### **12.6 Recording of Overtime**

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

### **12.7 Overtime Pay**

- (a) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half for the first two hours of overtime in excess of the maximum daily hours on a regularly scheduled workday; and
  - (2) double-time for hours worked in excess of the two hours referred to in (i) above;
  - (3) double-time for all hours worked on a day of rest, including a day previously scheduled as 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 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.
- (c) 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 days' 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.
- (d) An employee who is called out and required to attend the workplace once they have left for the day will receive a minimum of three hours at overtime rates including travel time, or pay for the callout, whichever is greater.

### **12.8 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, of \$15.30, and a meal break of one-half hour with pay will be given.

- (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) Where any of the meals provided 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.

### **12.9 Right to Refuse Overtime**

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.

### **12.10 Overtime for Part-Time Employees**

A part-time employee working less than the normal full-time hours, and who is required to work longer than their regular part-time hours, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal full-time hours.

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 workday, 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.

### **12.11 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 in the next regular shift.

### **12.12 Overtime on Day of Rest**

Employees shall not be required to reschedule a day of rest in order to circumvent any overtime.

## **ARTICLE 13 - PAID HOLIDAYS**

### **13.1 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.

### **13.2 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.



**13.3 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 negotiations. The lieu day will be the length of their actual scheduled daily hours.
- (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.

**13.4 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 lieu day will be equivalent to the length of their actual scheduled daily hours.

**13.5 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.

**13.6 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 in which case they shall receive the higher rate.

**13.7 Scheduling Paid Holiday Lieu Days**

Lieu days resulting from paid holidays shall be scheduled by mutual agreement between the Employer and the employee. Every effort will be made to grant lieu days abutting the employee's scheduled days of rest or vacation if requested by the employee.

**ARTICLE 14 - ANNUAL VACATIONS**

**14.1 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 .....	16
Third .....	17
Fourth.....	18
Fifth .....	20
Sixth .....	21
Seventh .....	21



Eighth .....	23
Ninth .....	24
Tenth.....	25
Eleventh .....	26
Twelfth.....	27
Thirteenth to fifteenth.....	28
Sixteenth to eighteenth .....	29
Nineteenth.....	30
Twentieth.....	32
Twenty-first.....	33

(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.

#### **14.2 Vacation Earnings for Partial Years**

(a) (1) 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.

(2) Subject to Clause 14.9, any unused vacation earned during the first partial year will be paid to the employee on the second payday of the subsequent year.

(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.

#### **14.3 Vacation Scheduling**

(a) With the exception of authorized vacation carryover under Clause 14.9, 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) 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 Vice President and the employer designate, but not later than March 1 of each year.

(e) 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.

(f) 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.

- (g) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.
- (h) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

#### **14.4 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 of 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.

#### **14.5 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.

#### **14.6 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.

#### **14.7 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.

#### **14.8 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 16.1, 24.7, 24.8 and 24.9 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.

#### **14.9 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. An employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) 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.

#### **14.10 Callback 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.

#### **14.11 Vacation Leave on Retirement**

An employee scheduled to retire and to receive pension benefits under the Public Service Pension Plan Rules shall be granted full vacation entitlement for the final calendar year of service. The Employer shall require from the employee proof of retirement benefits from the Public Service Pension Plan.

#### **14.12 Vacation Credits Upon Death**

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

### **ARTICLE 15 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY**

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with Appendix 2 - Short-Term Illness & Injury and Long-Term Disability.

### **ARTICLE 16 - LEAVES WITH PAY**

#### **16.1 Bereavement Leave**

- (a) Bereavement leave shall be granted for up to five days with pay, subject to the appropriate documentation, due to the death of an immediate family member.
- (b) Immediate family is defined as an employee's parent, stepparent, spouse, child, stepchild, grandchild, brother, sister, stepsiblings, 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 the 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 credit.

## 16.2 Leave with Pay

- (a) On January 1 of each calendar year, a regular full-time employee who has successfully completed probation shall receive 35 hours of paid leave credit for full-time employees.
- (b) Paid leave credits may be used by an employee to be absent from work without loss of pay in the event of medical/dental appointments and other leaves as required by the employee.
- (c) Paid leave cannot be carried over from year to year.
- (d) After an employee has completed the probationary period, the employee shall be granted a pro-rated amount of credit for paid leave from their date of employment. However, the paid leave credits shall not be applied retroactively to their hire date.
- (e) Part-time employees shall be granted paid leave credits on a pro-rated basis in accordance with their regularly scheduled hours of work.
- (f) Employees will report their absence as soon as possible in advance of the leave and in accordance with any reporting arrangements in that work unit. Failing to do so, the employee shall be considered absent without leave and the Employer shall make a deduction in pay for the time which expires between the time the employee should have reported for work and the time at which the employee reported absent.

## 16.3 Elections

Any employee eligible to vote in a federal, first nation, 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.

"*First Nation*" for the purposes of this agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

## 16.4 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.

## 16.5 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.

## 16.6 Canadian Armed Forces

- (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) Any remuneration received from the government of Canada for the purpose of activities related to the Canadian Armed Forces 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.

### **16.7 Donor Leave**

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

### **16.8 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.

### **16.9 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 26 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 10.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 19.

*Note: It is understood that where an employee is on compassionate care leave and such leave ends due to death of a family member for which bereavement leave is provided under Clause 16.1, the bereavement leave shall commence at the beginning of the week following termination of compassionate care EI payments. There shall be no pyramiding of EI payments and bereavement leave with pay.*

### **16.10 Leave Respecting Death of Child**

An employee is entitled to leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 10.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 19, Health and Welfare.

### **16.11 Leave Respecting Disappearance of Child**

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 10.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 19, Health and Welfare.

**ARTICLE 17 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE****17.1 Maternity Leave**

- (a) A pregnant 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 birth. Such notice will be given at least 10 weeks prior to the expected date of birth.
- (c) The period of maternity leave alone or in combination with the Benefit Waiting Period may commence up to 13 but no later than six weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (d) If any employee intends to commence maternity leave between thirteen and six weeks prior to the expected date of birth, an employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave.

**17.2 Parental Leave**

- (a) Upon written request an employee shall opt into one of the following two parental leave options:
  - (1) Standard - up to 37 consecutive weeks without pay.
  - (2) Extended - up to 63 consecutive weeks without pay.
- (b) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (c) Leave taken under this clause shall commence:
  - (1) In the case of the birth parent, immediately following the conclusion of leave taken pursuant to Clauses 17.1 and 17.3.
  - (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 conclude within the 52 week period (for standard leave) or 78 week period (for extended leave) 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.
- (d) An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of the leave.

**17.3 Benefit Waiting Period & Allowance**

Where an employee is entitled to and takes leave pursuant to 17.1 and/or 17.2 and is required by Employment Insurance to serve a one week waiting period for Employment Insurance Maternity/ Parental benefits, the employee will receive a leave of one workweek with pay at 100% immediately before leaves pursuant to 17.1 and 17.2. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

**17.4 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to 17.1, 17.2, 17.3 and 17.13 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended or additional parental leave.

### 17.5 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 17.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. Proof must be provided to the Employer within 60 days of leave start. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance and may, at the Employer's discretion, have to repay to the Employer any maternity leave allowance received.

(b) Pursuant to the SUB Plan, the maternity leave allowance will consist of biweekly 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 for 17 weeks.

### 17.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 17.2, shall be paid a parental leave allowance in accordance with the SUB Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. Proof must be provided to the Employer within 60 days of leave start. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance and may, at the Employer's discretion, have to repay to the Employer any parental leave allowance received.

(b) The parental leave allowance will consist of:

(1) *Standard parental leave*: biweekly 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 for a maximum of 37 weeks.

(2) *Extended parental leave*: biweekly payments, equivalent to the overall amount the employee would have received with a standard parental leave, for a maximum of 62 weeks.

### 17.7 Pre-Placement Adoption Leave

(a) 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:

(1) attending mandatory pre-placement visits with the prospective adoptive child;

(2) 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).

### 17.8 Benefits Continuation

(a) For leaves taken pursuant to Clauses 17.1, 17.2, 17.3, and 17.7 the Employer shall maintain coverage 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 17.9 or fail to remain in the employ of the Employer for a period equivalent to the leave taken at (a) above, after their return to work, the Employer will recover monies from the employee paid

pursuant to this clause, on a pro rata basis. This clause may be waived upon mutual agreement of the Employer and the employee in advance or subsequent to the employee's return to work following leave.

### **17.9 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 17.1, 17.2, 17.3 or 17.7 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 17 Maternity, Parental and Pre-Adoption Leave or Clause 17.13 or if they do not return to work after having given such advice.

### **17.10 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) Employees will be credited with earned vacation entitlements and vacation pay (pro-rated) for the applicable leave periods, 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.

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

- (a) To be entitled to the leave allowances pursuant to Articles 17.3, 17.5, 17.6 and/or 17.7, 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 on a pro rata basis. This clause may be waived upon mutual agreement of the Employer and the employee in advance or subsequent to the employee's return to work following leave.

### **17.12 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 17.5, 17.6 and/or 17.7, shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

### **17.13 Additional 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 10.3(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 17 - Maternity, Parental and Pre-Adoption Leave.
- (b) The combined length of leaves under this clause and under this article shall not exceed 18 months.
- (c) The employee's return to work requirements of Clauses 17.8(b) and 17.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 17.9.



- (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.

## ARTICLE 18 - OCCUPATIONAL HEALTH & SAFETY

### 18.1 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.

### 18.2 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 Joint Occupational Safety & Health Committee (JOSH) structure. The JOSH Committee will be established and operated as outlined below:

- (a) A minimum of two Union representatives shall be employees at the workplace appointed by the Union, and a minimum of two employer representatives shall be appointed by the Employer.
- (b) The Committees will function in accordance with the *Workers Compensation Act* and Occupational Health and Safety Regulation, Policies and Guidelines and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the Committees shall be recorded and posted as per the Regulations.
- (c) 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.
- (d) The Committee will meet monthly as per the *Workers Compensation Act* Regulations.

### 18.3 Unsafe Working Conditions

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

- (a) A member of the JOSH Committee, or  
(b) A person designated by a Safety Committee, or  
(c) A safety officer, or  
(d) A steward at the 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*.

### 18.4 Occupational First Aid Requirements and Courses

The Employer agrees to appoint, in order of service seniority, two employees (one of which must be a union member) in each geographic location to perform first aid duties in addition to the normal requirements of the job. The cost of obtaining and renewing an Occupational First Aid Certificate, Level 2, shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.

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 \$44 per biweekly period. The allowance shall be prorated for partial months.

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 20 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 working days in any month, they shall receive the full monthly allowance.

### **18.5 Day of Injury**

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. The cost of any such required transportation to treatment or home and a return to work on the day of injury will be borne by the Employer.

### **18.6 Training Program for Committee Members**

Training of JOSH Committee members will be undertaken using the BCGEU Joint Occupational Health and Safety Committee Course two-day training program. Attendees will be considered on leave of absence with pay to attend training and will have expenses reimbursed by the Employer.

### **18.7 Protective Clothing**

The Employer shall provide adequate personal protective clothing where the need arises.

### **18.8 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 or physical violence or verbal abuse from clients, persons in care or custody, 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; and
  - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The JOSH 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 JOSH 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 custody, 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.

### **18.9 Strain Injury Prevention**

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illnesses which are work related.
- (b) 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 from resources which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

### 18.10 Employees Working Alone

The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of disabling injury as outlined in the WCB OHS Regulations, in consultation with employees who work alone and the JOSH Committee. The Employer shall pay for any costs associated with the implementation of the procedure. The provisions of this article shall be consistent with the *Workers Compensation Act* and OHS Regulations.

### 18.11 Investigation of Accidents

- (a) Pursuant the *Workers Compensation Act*, all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.
- (b) Reports shall be submitted on a PSC 38 (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) BCGEU 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 BCGEU member, the BPCPA 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.

### 18.12 Union Label

Upon depletion of existing stocks, all uniforms and clothing issued by the Employer shall bear a recognized union label.

## ARTICLE 19 - HEALTH AND WELFARE

### 19.1 Basic Medical Insurance

All regular employees may choose to be covered by the British Columbia Medical Services Plan Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.

### 19.2 Extended Health and Dental Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under the Extended Health and Dental Plans Regulation of the *Public Service Benefit Plan Act*.

### 19.3 Group Life Insurance

- (a) Regular employees shall, as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.
- (b) Entitled contribution rates for the Employer and employees and coverage amounts for the employees is in accordance with the Group Life Insurance Regulation of the *Public Service Benefit Plan Act*.

(c) The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill. Guidelines 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 judgements will require special releases.

#### **19.4 Optional Spouse/Dependent Group Life Insurance**

Regular employees may opt to enrol in the Optional Spouse/Dependent Group Life Insurance program. Premiums are the responsibility of the employee and, if the employee opts to participate in the program, will be remitted through payroll deduction.

#### **19.5 Group Aviation Accident Insurance**

Regular employees who are travelling on Employer business as passengers on an aircraft are covered by Group Aviation Accident Insurance, with the provider, terms and conditions of the insurance selected by the Public Service Agency.

#### **19.6 Short-Term Illness and Injury Plan**

Regular employees shall be entitled to coverage for short-term illness and injury in accordance with the terms and conditions outlined in Appendix 2.

#### **19.7 Long Term Disability Plan**

Regular employees shall be entitled to coverage for long-term illness and injury in accordance with the Long-Term Disability Plan Regulation of the *Public Service Benefit Plan Act*.

#### **19.8 Employee and Family Assistance Program**

A province-wide Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided. The service provider shall be the same provider selected by the Public Service Agency.

#### **19.9 Coverage and Changes**

Any change in the above prescribed plans that has been approved for the British Columbia Public Service bargaining unit will automatically apply to the Employer and employees. Any change in the *Public Service Benefit Plan Act*, Group Life Insurance Regulation, Extended Health Care and Dental Plans Regulation, or any other relevant piece of legislation or Public Service Agency policy will apply to the Employer and employees.



**ARTICLE 20 - TECHNOLOGICAL CHANGE****20.1**

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
- (c) In light of this mutual recognition the parties have agreed to the following:

**20.2**

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.

- (a) For the purpose of defining technological change, the following will apply:
  - (1) The introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind, 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.

That significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.

(b) Upon receipt of a notice of technological change pursuant to Clause 20.2 the Joint Committee established under Article 25 - Joint Committee, shall meet to consult on the impact of the proposed change.

(c) The written notice identified in Clause 20.2 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 20.2:

(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 11 - 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 Business Practices & Consumer Protection Authority will endeavour to utilize normal turnover of employees within the 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 11 - Layoff and Recall.

**20.3**

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

**20.4**

Notwithstanding Clause 20.2, 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.

**20.5**

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined in the *Labour Relations Code* of BC and provided for in Clause 20.2. Accordingly, the parties agree, pursuant to Article 25 - Joint Committee, to meet to exchange information with respect to such changes at the request of either party.

**ARTICLE 21 - 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 22 - PAYMENT OF WAGES AND ALLOWANCES****22.1 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Temporary 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.

**22.2 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 22.6.
- (b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

Wage increases of:

- (1) 2% increase on January 1, 2018;
- (2) 1.75% increase on January 1, 2019;

- (3) 1.5% increase on January 1, 2020; and
- (4) 2% increase on January 1, 2021.

### 22.3 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 16.1 and 16.2 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 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.

### 22.4 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 23.2.

### **22.5 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.

### **22.6 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 11 - Layoff and Recall, are covered by (a) above.

### **22.7 Vehicle Allowances**

Vehicle allowances for all distances travelled on employer 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, upon date of ratification, in accordance with the current federal government guidelines.

### **22.8 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 Date of Ratification
Breakfast	\$12.00
Lunch	\$13.80
Dinner	\$23.25

### **22.9 Relocation Expenses**

- (a) Except as provided in (b) below, regular employees and eligible temporary employees who have to move from one geographic location to another after winning a competition, or at the Employer's



request, shall be entitled to relocation expenses in accordance with Appendix 3 - Relocation Expenses. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.

(b) Where an employee receives relocation expenses as a result of winning a competition, and subsequently resigns within the two-year period immediately following the relocation, they will be required to reimburse the Employer expenses paid on a pro rata basis.

(c) The provisions of (b) above do not apply to employees who resign in order to care for a dependent child or who resign or are deemed to have resigned pursuant to Article 11 - Layoff and Recall and Appendix 3.

#### **22.10 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) 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.

#### **22.11 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.

#### **22.12 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.

#### **22.13 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:

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

12

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

$$\frac{(\text{hours worked} + \text{paid holidays}) \times \text{biweekly salary}}{\text{hours} + \text{paid holidays}} = \text{salary their actual scheduled daily}$$

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.

#### **22.14 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.

#### **22.15 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.

#### **22.16 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.

#### **22.17 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.

**22.18 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.

**22.19 Entertainment Expenses**

When employees have occasion to entertain non-service personnel in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses.

**22.20 Personal Duties**

- (a) It is understood by both parties that work not related to the business of BPCPA 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.

**22.21 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.

**22.22 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.

**ARTICLE 23 - CLASSIFICATION AND RECLASSIFICATION****23.1 Classification Plan**

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

The Public Service Job Evaluation Plan will be used to evaluate positions in the agreement and determine their appropriate factor ratings. The Public Service Job Evaluation Plan is governed by the 14<sup>th</sup> Master agreement and its bargaining principles.

If the bargaining Principals of the 14<sup>th</sup> Master provincial government agreement amend, alter or retire the Public Service Job Evaluation Plan, the BPCPA and the BCGEU shall meet to negotiate what amendments may be required as a result of changes to the Public Service Job Evaluation Plan.

- (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.

## 23.2 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 7 - 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, excluded manager, Director of Human Resources 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 their 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.

### Part 2

(a) 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 Director of Human Resources and the Union within 30 days of receipt of the written job description or when the response was due at Clause 23.2(a), Part 1 or the appeal will be deemed to have been abandoned. Any duties in dispute will be listed in writing by the employee and will accompany Part 2 of the Form. If the employee has not received the job description within 30 days of their request in Part 1, the employee will list their duties and note those duties they believe are evidence of a higher classification.

(b) 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 "on-site" interview or telephone conversation. 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 Director of HR shall respond with a written rationale within 60 days of receipt of the Part 2 date.

(c) If there remains a dispute respecting the classification level, the Union will respond to the Director of Human Resources within 60 days of receipt of the Business Practices & Consumer Protection Authority's written response at Clause 23.2(b), Part 2 or when the response was due. The Union 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.

(d) If the classification level remains in dispute, the Union and Director of Human Resources may agree to an alternative process in order to resolve the classification appeal.

(e) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter to adjudication under Clause 23.3 by providing the Employer with written notification. Any such notification shall be transmitted within 60 days of the response from the Union at Clause 23.2(e), Part 2. The appeal shall be deemed abandoned in the event that the appeal is not submitted to adjudication within the required time period.

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

(g) A submission of a classification appeal to adjudication shall be transmitted to the Employer.



### **23.3 Adjudication**

(a) 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 23.2, Part 2(e).

(1) 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.

### **23.4 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 23.2(a).

### **23.5 Elimination of Present Classification**

No existing classification shall be eliminated except by prior consultation with the Union.

## **ARTICLE 24 - PROMOTIONS, TRAINING AND CAREER DEVELOPMENT**

### **24.1 Temporary Vacancies**

(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) Temporary assignments under seven months which become available, including new positions and project work, will be offered, subject to satisfactory performance, to qualified regular employees by service seniority to promote career development.

### **24.2 Vacancies**

(a) When a vacancy occurs, the Employer will take the opportunity to review the needs of the organization. If it is decided the vacancy or a replacement position is required and is of a regular nature, or a temporary vacancy of greater than seven months, it shall be posted within 30 days.

(b) Postings will be electronically circulated and posted for 10 consecutive working days. The posting will outline the classification, the wage rate and a brief description of the position. All applications for the posted positions must be submitted in writing with the Employer by the end of the 10<sup>th</sup> working day after the initial posting. If in the Employer's view there are no suitable applications received by the end of the 10<sup>th</sup> working day after the initial posting, the Employer may fill the vacancy with an external candidate.

(c) 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.

### **24.3 Union Observer**

In the event the Union requests an observer on a selection panel, the Employer will accommodate such request.

#### **24.4 Criteria**

Promotions or posted vacancies shall be awarded to the person whom the Employer considers to be the best qualified applicant. In evaluating qualifications, the Employer may consider such things as the applicant's abilities, knowledge, education, skill, training, aptitude, past performance, and overall ability to efficiently satisfy the requirements of the job. If, in the Employer's opinion, the qualifications of two or more applicants are relatively equal, then the employee with the greatest seniority shall be awarded the job.

#### **24.5 Trial Period**

Employees filling vacancies or obtaining promotions through the procedure outlined above shall serve a trial period of up to 90 days in the new position. If during this trial period the employee is considered by the Employer to be unsuitable for the new position, or if the employee feels that they cannot do the job, the employee shall be returned to their former position or one of equal rank.

#### **24.6 Training and Career Development**

The parties encourage life-long learning and continuous skills improvement through education and training based on individual needs and the organization's requirements.

Continued training and education gives employees the opportunity to:

- (a) Improve their current work performance;
- (b) Increase their personal enrichment they get from work;
- (c) Become better equipped to meet future organizational needs;
- (d) Keep skills current with the marketplace; and
- (e) Help the employee and the organization live to BPCPA values, particularly those of excellence and impact.

#### **24.7 Training and Educational Assistance**

- (a) All training and development opportunities are subject to the availability of individual training and professional development funding.
- (b) A regular employee may be granted leave and reimbursement for training-related costs, to take courses in which the employee wishes to enrol, subject to the applicability of the training, as follows:
  - (1) Leave with full, partial or without pay,
  - (2) Reimbursement in full or in part.
- (c) An employee shall be granted leave with pay and reimbursement for training costs 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.

#### **24.8 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 to the employer designate concerned.
- (b) 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.

## **24.9 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) An employee granted educational leave under this clause shall receive up to 100% of their basic pay.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (g) 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.
- (h) 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.
- (i) 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.

## **24.10 Professional Memberships**

Memberships in professional associations are eligible for funding provided they clearly demonstrate value to both the employee and the Employer. Examples include: application fees; membership dues; and association event fees (e.g. lunch meetings, award ceremonies).

Regular full-time 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 memberships or licensing fees (including GST). This provision is intended to include CPAs.

## **ARTICLE 25 - JOINT COMMITTEE**

### **25.1 Establishment of Joint Committee**

There shall be established, at least one 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.

### **25.2 Meetings of Committee**

- (a) The Committee will meet not less than quarterly per calendar year or at the call of either party.
- (b) An Employer representative and a union representative shall alternate in presiding over meetings.
- (c) Employees shall not suffer any loss of basic pay for time spent on this Committee.

### **25.3 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, 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 in BPCPA which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.
- (c) The Joint Committee is authorized to advise the Employer on employment equity issues and initiatives.
- (d) 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, including but not limited to:
    - (i) referrals from the JOSH Committee
    - (ii) Education and training.
  - (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) Addressing organizational issues related to the recruitment and retention of employees.

## **ARTICLE 26 - GENERAL CONDITIONS**

### **26.1 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 judgement against the Employer. The Employer agrees to pay any judgement 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.

## **26.2 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.

## **26.3 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.

The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT  
between the  
BUSINESS PRACTICES &  
CONSUMER PROTECTION AUTHORITY  
and the Employer  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)

Effective January 1, 2018 to December 31, 2021

- (b) All agreements shall be printed in a union shop and shall bear a recognized union label.
- (c) The Employer will provide copies of the printed and relevant agreement within 90 days of the signing of the relevant agreement, providing the agreement is already signed. Ninety days may be waived in extenuating circumstances.

#### **26.4 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.

#### **26.5 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 \$153, 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 eye-wear.
- (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.

#### **26.6 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 their president and CEO, including the detailed information outlined above.

(f) Where an allegation involves the President and CEO, the employee shall forward their allegation to the Board Chair.

(g) These procedures do not relieve an employee from the requirements of their Oath of Office, nor do these procedures restrict the employee from exercising their rights or obligations under any applicable statute.

### **26.7 Electronic Monitoring**

(a) Monitoring equipment may be used to protect the safety of employees, clients and persons in the care or custody of the BPCPA or to protect the assets or property of the BPCPA.

(b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.

### **26.8 Administrative Services Recognition Day**

Administrative Services Recognition Day is the Wednesday of the last full week of April each year.

## **ARTICLE 27 - EMPLOYMENT STATUS**

### **27.1 Probationary Period**

Each regular employee shall serve a probationary period of up to 913 hours (6 months) actually worked at straight-time rates, commencing on the date of hire. If the Employer determines that the employee is unsuitable for continued employment, that their performance is unsatisfactory, or that the employee is unable to properly carry out their duties, the Employer may terminate the employee's employment at any time during the probationary period.

### **27.2 Full-Time Regular Employees**

Full-time regular employees are regularly scheduled employees who work full-time hours on a continuing basis.

### **27.3 Part-Time Regular Employees**

Part-time regular employees are employees who work less than full-time hours per week on a continuing basis. Such employees are covered by all provisions of this agreement, and on a pro-rated basis where appropriate, e.g. annual vacation.

The parties acknowledge that as a general principle throughout BPCPA regular part-time employees should have access to continuous full-time employment prior to temporary employees.

### **27.4 Temporary Employees**

Temporary employees are employees hired for a specified period and for work that is not of a continuous nature.

If during the term of employment, the work becomes continuous in nature (e.g. unencumbered) before 1827 hours in 33 pay periods in duration, the job will be posted. If the work becomes continuous

in nature after 1827 hours in 33 pay periods, such employee shall be converted to regular status effective the beginning of the month following the month in which the position became continuous.

Temporary employees will receive all other benefits, including designated paid holidays in accordance with this agreement, unless specifically noted otherwise.

#### **27.5 Temporary Employees (Less than 1827 hours)**

(a) *Annual Vacation*

Temporary employees receive on each paycheque a premium of 6% of their regular pay in lieu of annual vacation. After six months from their date of hire temporary employees may elect to take a leave of absence without pay of up to 15 working days, not to exceed 105 hours, in any calendar year.

(b) *Health and Welfare Benefits*

Temporary employees receive on each paycheque 72¢ per hour worked to a maximum of \$50.40 in lieu of health and welfare benefits.

(c) *Sick Leave Benefits*

Temporary employees will be entitled to six days coverage at 75% pay.

(d) *Maternity and Parental Leave*

Maternity and parental leave for temporary employees shall be in accordance with the *Employment Standards Act*.

#### **27.6 Temporary Employees (Greater than 1827 hours)**

After completion of 1827 hours worked in 33 pay periods, a temporary employee will be entitled to:

(a) *Annual Vacation*

Annual vacation will be granted in accordance with Article 14 - Annual Vacation, except that the first year is the calendar year in which the anniversary of eligibility occurs. The calendar year in which an employee qualifies for vacation leave will be considered the first partial year of vacation entitlement.

Article 27.5(a) above will no longer apply to such employees.

(b) *Health and Welfare Benefits*

(1) Short-Term Illness and Injury Plan (STIIP), Leave with Pay (pursuant to Article 16), Emergency Service Leave and Compassionate Care Leave

(2) Basic Medical Insurance coverage, Extended Health Care Plan, Dental Plan, Group Life, and the Employee & Family Assistance Program.

(3) Article 27.5(b) above will no longer apply to such employees.

(c) *Maternity, Parental & Pre-Adoption Leave*

(1) Maternity, Parental & Pre-Adoption Leave shall be in accordance with Article 17.

#### **27.7 Cooperative Education Students**

(a) Cooperative Education Students are students who are registered in a recognized cooperative education program at a participating post-secondary institution. The length of an appointment for a cooperative education student will correspond with the requirements of their academic program. Cooperative education students will be assigned work that augments their field of study.



(b) The standard hours of work for employees under this program will be seven hours per day and 70 hours per biweekly period. The standard hours may be varied by mutual consent of the Employer, the student and the work unit.

(c) Cooperative education students are considered members of the bargaining unit and will be paid in accordance with Appendix 1 Classification & Salary Grid. Cooperative education students will receive on each paycheque a premium of 6% of their regular pay in lieu of annual vacation and 72¢ per hour worked to a maximum of \$50.40 in lieu of health and welfare benefits.

### **27.8 Casual Employees**

Casual employees are persons who work for the Employer on a part-time, temporary or casual basis and who are employed for a period of less than 31 days. Casual employees are not covered by this agreement.

Upon completing 30 workdays (seven-hour shifts), a casual employee's seniority shall include the accumulated 30 workdays.

## **ARTICLE 28 - TERM OF AGREEMENT**

### **28.1 Duration**

This agreement shall be binding and remain in effect to midnight December 31, 2021.

### **28.2 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 October 1, 2021, but in any event not later than midnight, October 31, 2021.

(b) Where no notice is given by either party prior to October 31, 2021, both parties shall be deemed to have given notice under this clause on October 31, 2021 and thereupon Clause 28.3 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 President and CEO.

### **28.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 28.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

### **28.4 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.

### **28.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

### **28.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect January 1, 2018.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:



Stephanie Smith  
President



Robert Gialloreto  
President and CEO



Joan Harmsworth  
Bargaining Committee



Tayt Winditoy  
Executive Vice President



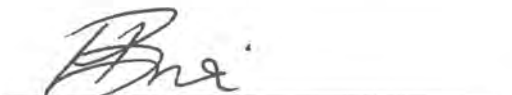
Robert Penkala  
Bargaining Committee



Amber Brown  
Governance and HR Manager



Bill Samya  
Bargaining Committee



Paula Boddie  
Lead Negotiator



per Cathy McCallum  
BCGEU Staff Representative

Dated this 20 day of July, 2020.

## APPENDIX 1

Cooperative Education Student Grid Level 5								
Step	Jan 1, 2018 2%		Jan 1, 2019 1.75%		Jan 1, 2020 1.5%		Jan 1, 2021 2%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	37,620.42	20.5998	38,278.77	20.9603	38,852.95	21.2747	39,630.01	21.7002
2	38,650.03	21.1636	39,326.41	21.5340	39,916.31	21.8570	40,714.63	22.2941
3	39,713.22	21.7458	40,408.20	22.1263	41,014.32	22.4582	41,834.61	22.9074
4	40,812.97	22.3480	41,527.20	22.7390	42,150.11	23.0801	42,993.11	23.5417
5	42,456.78	23.2481	43,199.77	23.6549	43,847.77	24.0097	44,724.72	24.4899
Classification Officer Finance & Administration Officer Licensing & Information Officer Grid Level 14								
Step	Jan 1, 2018 2%		Jan 1, 2019 1.75%		Jan 1, 2020 1.5%		Jan 1, 2021 2%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	48,221.72	26.4048	49,065.60	26.8668	49,801.59	27.2698	50,797.62	27.8152
2	49,605.04	27.1622	50,473.13	27.6376	51,230.22	28.0521	52,254.83	28.6132
3	51,033.90	27.9446	51,927.00	28.4337	52,705.90	28.8602	53,760.02	29.4374
4	52,511.05	28.7535	53,429.99	29.2567	54,231.44	29.6955	55,316.07	30.2894
5	54,715.35	29.9605	55,672.87	30.4848	56,507.96	30.9421	57,638.12	31.5609
Senior Licensing & Information Officer Marketing & Communication Coordinator Business Practices Officer Grid Level 18								
Step	Jan 1, 2018 2%		Jan 1, 2019 1.75%		Jan 1, 2020 1.5%		Jan 1, 2021 2%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	54,036.44	29.5887	54,982.08	30.1065	55,806.81	30.5581	56,922.94	31.1693
2	55,614.29	30.4527	56,587.54	30.9856	57,436.35	31.4504	58,585.08	32.0794
3	57,243.69	31.3450	58,245.45	31.8935	59,119.13	32.3719	60,301.51	33.0193
4	58,927.64	32.2670	59,958.88	32.8317	60,858.26	33.3242	62,075.43	33.9907
5	61,456.26	33.6516	62,531.75	34.2405	63,469.73	34.7541	64,739.12	35.4492
Classifier Inspector Grid Level 21								
Step	Jan 1, 2018 2%		Jan 1, 2019 1.75%		Jan 1, 2020 1.5%		Jan 1, 2021 2%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	58,927.64	32.2670	59,958.88	32.8317	60,858.26	33.3242	62,075.43	33.9907
2	60,673.34	33.2229	61,735.13	33.8043	62,661.15	34.3114	63,914.38	34.9976
3	62,508.37	34.2277	63,602.27	34.8267	64,556.31	35.3491	65,847.43	36.0561
4	64,403.34	35.2654	65,530.40	35.8825	66,513.36	36.4207	67,843.62	37.1491
5	67,224.52	36.8101	68,400.95	37.4543	69,426.96	38.0161	70,815.50	38.7764

Senior Inspector Manager, Licensing & Information Services Manager, Business Practices Manager, Policy & Research Manager, Stakeholder Relations Grid Level 24								
Step	Jan 1, 2018 2%		Jan 1, 2019 1.75%		Jan 1, 2020 1.5%		Jan 1, 2021 2%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	64,403.34	35.2654	65,530.40	35.8825	66,513.36	36.4207	67,843.62	37.1491
2	66,362.46	36.3380	67,523.81	36.9739	68,536.67	37.5285	69,907.40	38.2791
3	68,386.62	37.4464	69,583.39	38.1017	70,627.14	38.6732	72,039.68	39.4467
4	70,477.62	38.5915	71,710.98	39.2668	72,786.65	39.8558	74,242.38	40.6529
5	73,590.15	40.2957	74,877.98	41.0009	76,001.15	41.6159	77,521.17	42.4482
Manager, Enforcement Hearings Grid Level 27								
Step	Jan 1, 2018 2%		Jan 1, 2019 1.75%		Jan 1, 2020 1.5%		Jan 1, 2021 2%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	70,477.62	38.5915	71,710.98	39.2669	72,786.65	39.8559	74,242.38	40.6529
2	72,639.37	39.7752	73,910.56	40.4713	75,019.22	41.0783	76,519.60	41.8999
3	74,873.36	40.9984	76,183.64	41.7159	77,326.39	42.3416	78,872.92	43.1884
4	77,180.78	42.2619	78,531.44	43.0015	79,709.41	43.6465	81,303.60	44.5194
5	80,613.44	44.1415	82,024.17	44.9140	83,254.53	45.5877	84,919.62	46.4995
Manager, Marketing & Communications Grid Level 30								
Step	Jan 1, 2018 2%		Jan 1, 2019 1.75%		Jan 1, 2020 1.5%		Jan 1, 2021 2%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	77,180.78	42.2619	78,531.44	43.0015	79,709.41	43.6465	81,303.60	44.5194
2	79,565.82	43.5678	80,958.23	44.3302	82,172.60	44.9952	83,816.05	45.8951
3	82,030.62	44.9174	83,466.16	45.7035	84,718.15	46.3891	86,412.51	47.3169
4	84,635.99	46.3441	86,117.12	47.1551	87,408.88	47.8624	89,157.05	48.8196
5	88,363.90	48.3853	89,910.26	49.2320	91,258.92	49.9705	93,084.10	50.9699
Manager, Business Solutions Programmer Analyst Grid Level IS27								
Step	Jan 1, 2018 2%		Jan 1, 2019 1.75%		Jan 1, 2020 1.5%		Jan 1, 2021 2%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	75,129.16	41.1356	76,443.92	41.8555	77,590.58	42.4833	79,142.39	43.3330
2	77,433.57	42.4049	78,788.65	43.1470	79,970.48	43.7942	81,569.89	44.6700
3	79,814.99	43.7087	81,211.75	44.4736	82,429.93	45.1407	84,078.53	46.0435
4	82,274.71	45.0472	83,714.52	45.8355	84,970.23	46.5230	86,669.64	47.4535
5	85,933.92	47.0549	87,437.76	47.8784	88,749.33	48.5966	90,524.32	49.5685



Manager, Business Systems Grid Level IS30								
Step	Jan 1, 2018 2%		Jan 1, 2019 1.75%		Jan 1, 2020 1.5%		Jan 1, 2021 2%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	84,821.68	46.4417	86,306.06	47.2544	87,600.65	47.9632	89,352.66	48.9225
2	87,442.84	47.8811	88,973.09	48.7191	90,307.68	49.4499	92,113.83	50.4388
3	90,151.65	49.3681	91,729.30	50.2320	93,105.24	50.9855	94,967.35	52.0052
4	93,014.95	50.9265	94,642.71	51.8177	96,062.35	52.5950	97,983.60	53.6469
5	97,111.93	53.1748	98,811.38	54.1054	100,293.55	54.9170	102,299.43	56.0153

## APPENDIX 2

### Short-Term Illness & Injury and Long-Term Disability

#### Part 1 - Short-Term Illness & 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 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. Such leave period will run concurrent with the related STIIP period.
- (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 employee's option, 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) Compensatory Time Off (CTO)
- (2) Banked Earned Time Off (ETO)
- (3) Earned vacation entitlement
- (4) Leave with pay bank

## 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). STIP is considered to be one continuous leave if the employee has been off for the same illness/injury without returning to work for 15 consecutive scheduled workdays before taking another day for the same illness or injury.

(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) The Short-Term Plan period shall continue to be as defined in Section 1.2(a) where an employee is returning to work after a period of illness or injury and has been approved on a trial basis for assessment and/or rehabilitation purposes. 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.

(f) Scheduled days of work, as noted in (a), (b) and (c) above, shall mean days where the employee is actually at work.

## 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 medical practitioner or qualifying physician referred by the medical practitioner qualified to work in the practice in the province of British Columbia in any of the following circumstances:

- (a) Where it appears that a pattern of consistent or frequent absence from work is developing;

- (b) Where the employee has been absent for six consecutive scheduled days of work;
- (c) 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;
- (d) Where there is reason to believe the employee's prognosis has changed.

Expenses related to an employee obtaining a certificate of inability to work (e.g. STO2 form) will not be reimbursed by the Employer. In the event 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 plan 25% supplemental benefit, 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, under 1.1(b), one day shall be considered to be the equivalent to the employee's maximum daily scheduled hours. 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 Human Resources Development 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 layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.



(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff 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 layoff or separation. The maximum six month period identified in Appendix 2, Part 1 shall be a maximum seven month period for temporary employees who qualify for benefits pursuant to this agreement.

### **1.11 Benefits Upon Conversion to Long Term Disability**

In cases where an employee's STIIP leave is anticipated to convert to Long Term Disability (LTD), it is incumbent on the employee to submit a completed LTD application form to the carrier by the end of the STIIP period, or earlier. The Employer will provide to the employee the LTD Application Form by the end of the third month of STIIP benefits. Should the Employer not provide the application form by the end of the third month of STIIP benefits, the Employer will maintain the employee on STIIP benefits until the LTD plan carrier renders a decision on the application for LTD benefits.

## **Part II - Long Term Disability Plan**

### **Preamble**

The Employer and the Union recognize the Employer is bound to the rules and restrictions set forth in the Long Term Disability Plan Regulation as set by the provincial government. Should there be any difference in language between this collective agreement and the Regulation, the Regulation language shall be taken as correct.

### **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.
- (2) Where an employee is converted from temporary 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 27.6.
- (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) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit as defined in the *Long Term Disability Regulation*.

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.

(b) 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 of the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(c) 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 also remain eligible for Article 22.10 Retirement Allowance and Pre-Retirement Leave provided the employee has completed 20 years of service prior to the receipt of long-term disability benefits and they otherwise meet the requirements. Employees will not be covered by any other portion of the collective agreement but will retain the rights 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 will not disqualify an employee from the nine month access period.

(d) When an employee is in receipt of the benefit described in (a) above, contributions required for benefit plans in (c) above and contributions for pension benefits will be waived by the Employer.

(e) 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 (c) above and contributions for pension benefits waived by the Employer, except that pension benefits 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 22.6(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, 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.

"*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 if the monthly earnings are in excess of \$200 per month.

- (2) 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) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

- (3) In the case where rehabilitative employment has been approved the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2 (a).

## **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 illness or injury 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 illness or injury with respect to which medical treatment, services or supplies were received.



## 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 65<sup>th</sup> 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 BPCPA. 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 Exams

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 illness or injury, sickness or mental or nervous disorder is the basis of the 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 7 and 8 of the 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 II - 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 up to 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 2, 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 of the Business Practices & Consumer Protection Authority.

(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 of the Business Practices & Consumer Protection Authority.

(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 as required during working hours when there are matters to review, 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 cooperate 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 11 - Layoff and Recall of the collective agreement excluding displacement options pursuant to Clause 11.4.
- (e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight (8) weeks, may be referred to the Rehabilitation Committee if the Government Employee Health Services 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 (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 2.

(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 3 Relocation Expenses

#### Definitions

For the purpose of relocation expenses:

*"travel status"* means absence of the employee from the employee's designated 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 the designated location.

*"geographic location"* is the area within a radius of 32 kilometers where employees ordinarily perform their duties.

*"dependants"* are spouse, dependent children and anyone for whom the employee claims exemption on federal Income Tax returns.

*"private dwelling house"* refers to the single-family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. *"House"*, *"residence"* and *"property"* refer solely to the property occupied as the Principal residence of the employee at the time of relocation.

*"reasonable amount of property"* where an employee elects to purchase a dwelling house on a piece of property that would not be considered a *"reasonable amount"* (i.e., hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

#### Part I - Board and Lodging Regulations

##### 1.1 Board and Lodging Allowances

- (a) *Travel Status:*

Employees shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement, while on travel status.

#### Part II - Relocation Expenses

##### 2.1 Policy

- (a) Relocation expenses will apply:

- (1) to regular full-time and part-time employees who qualify, who have to move from one geographic location to another after completing their probation period and after winning a job posting where the position is permanently located at another geographic location;
- (2) to employees who have to move from one geographic location to another at the Employer's request to fill a position which is permanently located at another geographic location.

## **2.2 Notice to Employee Upon Relocation**

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one months' notice shall be given. Where less than one months' notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

## **2.3 Requested Relocation by Employee**

Where an employee requests a relocation from one geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

## **2.4 Travel Expenses on Relocation**

For employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions:

### *(a) Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with BC Government Public Service Human Resource policy #15.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

### *(b) Travelling Expenses Moving to New Location*

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependants, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current BC Government Public Service Human Resource policy #15.

- Meals: Adults - full rate, children 12 and under - one-half rate
- Motel or Hotel - on production of receipts
- Private lodging - at old or new location - current rate

(c) Where dependants of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new geographic area. In such cases where the employee remains eligible for benefits pursuant to Section 2.5, the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven days.

The above allowances will be in accordance with the current BC Government Public Service Human Resource policy #15.

## 2.5 Living Expenses Upon Relocation at New Location

After the first seven days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) the Employer shall pay an employee not accompanied by dependants at the new location, a living allowance of \$25 per day up to a maximum of 30 days; or
- (b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of \$30 per day up to maximum of 60 days;
- (c) where an employee is receiving the payment in (a) above and is later joined by their dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

## 2.6 Moving of Household Effects

On relocation, the Employer shall arrange and pay for the following:

- (a) moving of household effects up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects during the move up to a maximum of \$60,000;
- (c) where necessary, insured storage up to two months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects;
- (e) when an employee is being relocated and opts to move their own household effects, the employee shall receive one of the following allowances:
  - (1) \$500 for a move not exceeding a distance of 240 kilometers;
  - (2) \$800 for a move which exceeds a distance of 240 kilometers;
  - (3) \$250 where the employee is entitled to receive the amount pursuant to Section 2.8(d).
- (f) where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

## 2.7 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one personal vehicle and one trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

## 2.8 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location - \$600;
- (b) when the employee is moving to rental accommodation in the new location - \$300;
- (c) when an employee is moving with a mobile home - \$200;
- (d) when the employee is moving to room and board - \$150.

The application for incidental expenses on relocation must be made by the employee on the appropriate form within 60 days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within 60 days of suitable housing becoming available.

## **2.9 Real Estate and Legal Fees**

On relocation or within one year of the effective date of relocation, an employee who purchases and/or sells their private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of \$8,500, charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim \$2,000.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
  - (1) 1% of the first \$50,000 of the purchase price;
  - (2) 0.5% of any amount of the purchase price above \$50,000;
  - (3) the total cost to the Employer under part (c) shall not exceed \$1,000.
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within 6 months of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

## **Part III**

Where a regular employee is required to relocate:

- (a) as a result of the Employer moving its operation from one geographic location to another;
- (b) as a result of accepting a placement pursuant to Article 11 - Layoff and Recall, provided the employee is in receipt of layoff notice;

The employee will be entitled to the following reimbursements in addition to the provisions of Part II upon production of receipts:

- (a) real estate commission fees not to exceed \$15,000. Where a claim is made under this section, there shall be no entitlement to Part II, 2.9(a);
- (b) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed \$200 and mortgage pre-payment penalty, if any;
- (c) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;



(d) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which they resided immediately prior to relocation is not sold.

#### **LETTER OF UNDERSTANDING #1 Unintended Consequences**

The parties have undertaken an extensive revision of the BPCPA collective agreement. Accordingly, the parties recognize and acknowledge that inadvertent or unintended consequences may result from this undertaking.

Should a situation arise due to an unintended error or omission, the parties agree to meet to discuss, in an effort to correct or repair the applicable provision.

Either party may refer the matter to arbitration should agreement not be reached.

#### **LETTER OF UNDERSTANDING #2 Telework**

(a) The Joint Committee recommend to the bargaining Principals:

- (1) a policy regarding Telework;
- (2) guidelines and training materials regarding implementation of Telework projects for use by managers and employees; and
- (3) amendments to the Telework policy as deemed necessary after monitoring Telework projects

consistent with the following provisions:

(b) For the purposes of this Memorandum:

"*telework*" is the scheduled performance of work during regular working hours by an employee from a teleworkplace.

"*official workplace*" is the location where the employee would ordinarily work if there were no telework situation. In a teleworking situation, the employee's official workplace continues to be the official workplace business address.

"*teleworkplace*" is the location at which the employee and the Employer have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the Employer.

(c) (1) Telework may be initiated by either the employee or the Employer. Participation in any telework arrangement shall be by mutual agreement.

(2) A telework arrangement may be terminated by either the employee or the Employer providing 30 days' written notice to the other party.

- (d) (1) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.
- (2) Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.
- (3) A person who would not otherwise be an employee of the Employer will not become one because they are doing work for the Employer from an off-site location.
- (e) No employee shall telework more than three days a week without mutual consent of all parties.
- (f) Details of the telework arrangement are to be recorded in an agreement signed by the employee and excluded manager prior to telework commencing. A copy of this agreement will be provided to the Union.
- (g) The Employer is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the telework agreement. Such equipment and supplies shall remain the property of the Employer and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.
- (h) The employee is responsible to:
  - (1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;
  - (2) in consultation with the Local Occupational Health and Safety Committee or union and employer designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;
  - (3) ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work;
  - (4) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;
  - (5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

### LETTER OF UNDERSTANDING #3

#### **Joint Committee to Review the Job Evaluation and Classification Processes and Systems**

The parties agree to establish a Joint Committee of four members (two from each the Employer and the Union) no later than two months from the date of ratification of the collective agreement. Either party may provide additional senior level or consulting support to the Committee.

The purpose of the Committee is to provide recommendations to their respective parties, no later than the first anniversary of the collective agreement, on:

- (a) Whether the job Evaluation system should be replaced. If so,
  - (1) Rationale for such recommendations,
  - (2) Suggestions for either next steps or a replacement system.

- (b) How the classification system should be restructured to best support the organization's business requirements and support the employees' career progression.
- (c) Any other recommendations the Committee believes would enhance and/or simplify the compensation programs and ensure they meet the needs of the organization and employees.

**LETTER OF UNDERSTANDING #4**  
**Expedited Arbitration**

- (a) The parties shall meet 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 the agreement;
  - (6) Grievances relating to Article 12 - Hours of Work & Overtime;
  - (7) Grievances requiring presentation of extrinsic evidence;
  - (8) Grievances where a party intends to raise a preliminary objection; or
  - (9) Demotions.

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

- The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- 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.
- Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- All settlement of expedited arbitration cases prior to hearing shall be without prejudice.
- 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 Article 8.
- The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

**LETTER OF UNDERSTANDING #5**  
**Employment Equity**

The parties agree to uphold the principles of employment equity which are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure individuals are not denied

employment, advancement or training opportunities with the Employer for reasons unrelated to ability to do the job.

Furthermore, the parties will cooperate in the identification and removal of barriers which restrict or inhibit people from being employed, advanced or trained with the Employer.

All employees, regardless of gender, shall be paid the rate of pay in the classification in which they work.