

# COLLECTIVE AGREEMENT

April 1, 2022 to March 31, 2025



**WORK SAFE BC**

Compensation Employees' Union | Workers' Compensation Board of B.C.

THIS AGREEMENT made and entered into this **16th**  
day of **November, 2022**,  
at **New Westminster**, British Columbia.

BETWEEN:

THE WORKERS' COMPENSATION BOARD OF BRITISH  
COLUMBIA

("the Board")

AND:

COMPENSATION EMPLOYEES' UNION

("the Union")

**The Board and the Union acknowledge and thank the Indigenous Peoples on whose territories we are privileged to work and live, and recognize that our work spans many Territories and Treaty areas. We support the role of Indigenous Peoples as traditional stewards and caretakers of these lands, and aim to build meaningful, respectful relationships with Indigenous communities throughout the province.**

# CONTENTS

Article 1 — Purpose, Recognition and Scope.....	6
Article 2 — Excluded Positions .....	6
Article 3 — Conflicting Agreements .....	8
Article 4 — Use of Terms.....	9
Article 5 — Rights, Duties and Responsibilities.....	9
Article 6 — No Strikes or Lockouts.....	10
Article 7 — Picketing .....	10
Article 8 — Bulletin Boards .....	10
Article 9 — Union Security.....	11
Article 10 — Check-Off of Union Dues .....	11
Article 11 — New Employees .....	12
Article 12 — Union Representatives .....	12
Article 13 — Leave of Absence for Union Business.....	14
Article 14 — Contracting Out .....	15
Article 15 — Pre-Posting Placements and Posting of Positions.....	15
Article 16 — Classifications and New Job Categories .....	19
Article 17 — Filling Posted Vacancies.....	21
Article 18 — Back-Up Training and Temporary Promotions.....	25
Article 19 — Technical Information .....	27
Article 20 — Temporary and Permanent Part-Time Employees.....	27
Article 21 — Seniority.....	34
Article 22 — Long-Term Disability.....	35
Article 23 — Termination of Employment and Discipline .....	41
Article 24 — Relocation.....	43
Article 25 — Probationary Periods.....	44
Article 26 — Hours of Work and Overtime.....	45
Article 27 — Pay Procedure .....	53

Article 28 — Personnel Files.....	53
Article 29 — Meal Allowances.....	55
Article 30 — Standby.....	55
Article 31 — Public Holidays .....	55
Article 32 — Vacations.....	57
Article 33 — Vacation Entitlement.....	57
Article 34 — Sick Leave .....	59
Article 35 — Leave of Absence and Special Absenteeism .....	62
Article 36 — Salaries and Wages .....	65
Article 37 — Maternity, Parental and Adoption Leave .....	68
Article 38 — Additional Language Premium .....	69
Article 39 — Professional Membership Fees and Criminal Record Checks .....	70
Article 40 — Educational Leave .....	70
Article 41 — Jury and Witness Duty .....	71
Article 42 — Blood and Bone Marrow Donations .....	71
Article 43 — Medical and Dental Treatment.....	71
Article 44 — Family Leave .....	71
Article 45 — Bereavement Leave.....	72
Article 46 — Reservist Leave .....	72
Article 47 — Cultural Leave for Indigenous Employees .....	72
Article 48 — Cars.....	73
Article 49 — Tools and Equipment .....	74
Article 50 — Uniforms Supplied .....	74
Article 51 — Permanent Assignments.....	75
Article 52 — Travelling Expenses .....	76
Article 53 — Business Travel Insurance .....	78
Article 54 — Moving Expenses .....	78
Article 55 — Northern Allowances.....	79
Article 56 — Health and Welfare.....	79
Article 57 — Employee and Family Assistance Program .....	82

Article 58 — Occupational Health and Safety .....	82
Article 59 — Estate Benefits .....	84
Article 60 — Temporary Assignments .....	84
Article 61 — Premiums .....	85
Article 62 — Superannuation Fund.....	85
Article 63 — Payment on Retirement or Resignation .....	85
Article 64 — Special Increment .....	86
Article 65 — Inspection Privileges.....	87
Article 66 — Other Employment .....	87
Article 67 — Technological and Other Changes .....	87
Article 68 — Grievance Procedure.....	88
Article 69 — Future Legislative Change.....	94
Article 70 — Reorganization.....	94
Article 71 — Secondment.....	100
Article 72 — Job Sharing .....	100
Article 73 — Work at Home .....	103
Article 74 — Indemnity .....	103
Article 75 — Duration .....	103
Schedule A — Positions Excluded from the Certification of the Compensation Employees' Union .....	106
Schedule B — Categories of Employment and Salary Groupings .....	107
Schedule C — Salaries.....	108
Salary Grid April 1, 2022 .....	109
Salary Grid April 1, 2023 .....	110
Schedule D — Red-Circling Example .....	111
Appendix A — Health and Welfare Benefits Information.....	112
Appendix B — Letters of Understanding.....	116
LOU B1 — Pilot for Variation of 15 — Pre-posting Placements and Posting of Positions .....	118
LOU B2 — Mental Health.....	120

LOU B3 — Labour Management Committee — Terms of Reference .....	122
LOU B4 — WCB Leave Generated Vacancies .....	123
LOU B5 — Joint Equity, Diversity and Inclusion Committee .....	124
LOU B6 — Article 63 and Frozen Sick Leave .....	126
LOU B7 — Clause 68.11(B) — Referral of Selection Grievances to Arbitration.....	127
LOU B8 — Union Observers .....	128
LOU B9 — Joint Harassment Committee — Terms of Reference .....	131
LOU B10 — Language Requirement .....	133
LOU B11 — Legal Officer and Articling Student Inclusion .....	134
LOU B12 — Definition of Incumbency .....	136
LOU B13 — “S” Type Employees .....	137
LOU B14 — LTD and Redundancy — Article 70.....	138
LOU B15 — The Return-To-Work Program.....	139
LOU B16 — Role of Peer Support at Arbitration .....	143
LOU B17 — Fair Process for Consideration of Attendance Records in Selection Procedures .....	144
LOU B18 — Article 18 and Article 26 Status Types.....	146
LOU B19 — Lateral Transfers Between Status and Type Within a Classification .....	147
LOU B20 — Lateral Transfers .....	148
LOU B21 — New Work Locations .....	149
LOU B22 — Work At Home Program.....	150
LOU B23 — Article 13 — Unpaid Union Leave .....	155
LOU B24 — Career Progression Opportunities.....	156
LOU B25 — Article 26 — Extended Work Day/Compressed Work Week — Prevention	157
LOU B26 — Pilot for Variation of Article 18 Opportunities.....	158
LOU B27 — Pilot for Variation of RTW Program and Rehabilitation Committee Process .....	159
LOU B28 — Joint Workload Committee .....	161
LOU B29 — Psychological Health and Safety in the Workplace.....	164
LOU B30 — Training Positions.....	166

LOU B31 — Clause 22.12 — Dispute Resolution .....	167
LOU B32 — “Me Too”.....	169
LOU B33 — Market Based Competitive Compensation .....	171

## **ARTICLE 1 — PURPOSE, RECOGNITION AND SCOPE**

### 1.01 Purpose

The purpose of this Collective Agreement between the Compensation Employees' Union ("the Union") and the Workers' Compensation Board of British Columbia ("the Board") is to foster a consultative and mutually beneficial relationship between the Parties, and to establish and adjust rates of pay, hours of work, conditions of employment and other working conditions, and to provide appropriate procedures for the resolution of grievances and issues.

### 1.02 Recognition

The Board recognizes that the Union is the exclusive bargaining agent for all employees covered by the Certification issued to the Union by the Labour Relations Board of British Columbia ("the Certification"). The Board is an employer within the meaning of the **BC Labour Relations Code**.

### 1.03 Scope

This Collective Agreement will bind the Board, the Union and all employees. Unless otherwise specified the term "employee(s)" means a person covered by the Certification, any person declared to be an employee by the Labour Relations Board, any person occupying a position set out in Schedule "B" of this Collective Agreement and any "Agency Temp" engaged to provide clerical and/or secretarial functions traditionally performed by bargaining unit members, under the control and direction of a Board manager.

## **ARTICLE 2 — EXCLUDED POSITIONS**

### 2.01 Notice and Consultation

- (a) The Parties agree that the positions set out in Schedule "A" are excluded positions and that this Schedule is subject to amendment by agreement between the Parties or by order of the Labour Relations Board.
- (b) The Board will provide the Union with a complete set of organization charts describing the Board's total staff complement through the intranet. Such charts will identify all excluded and bargaining unit staff by name, job title, division, department, section, location, reporting relationship and position number.
- (c) Within ten (10) working days of receiving a request from the Union, the appropriate director will provide the Union with a copy of an existing job description for an excluded position and provide information regarding the nature of any excluded employee's duties and responsibilities.
- (d) The Board at its earliest opportunity will provide the Union with written notice regarding its intention to recruit for an excluded position not set out in Schedule "A".



Such notice will include a copy of any job description for the position and a written statement of information regarding the nature of the labour relations and/or confidential duties and responsibilities assigned to the position. The Board will, upon request, consult with the Union regarding the appropriateness of such an exclusion.

## 2.02 Exclusions Committee

- (a) The Parties will establish a joint Exclusions Committee. The Committee will make unanimous recommendations concerning individual exclusions from and inclusions in the bargaining unit of newly created or changed excluded positions. Other positions will be reviewed by the Committee if there is mutual consent.
- (b) Should the Parties fail to make a unanimous recommendation or should the Board refuse to accept the recommendation, either Party may refer the matter directly to the Labour Relations Board.
- (c) The Committee will have the ability to meet with any Board employee or Union employee at its meetings, to obtain information the Committee needs to complete a full investigation.

## 2.03 Amendments to Schedule "A"

The Parties agree that the following process will be followed in amending Schedule "A" during the term of this Collective Agreement:

- (a) The Board will advise the Union of requests for amendment or amendments, in writing, including a copy or copies of a relevant job description or descriptions. The Union will have opportunity to interview the employees affected.
- (b) The Union will advise the Board of requests for amendment or amendments, in writing, including all relevant reasons for requesting such amendment or amendments.
- (c) Within fifteen (15) calendar days of the date of advice, in either (a) or (b) above, the Committee will meet to discuss the requested amendment or amendments.
- (d) Further, within forty-five (45) calendar days, of the advice in (a) or (b) above, the Committee will meet to finalize positions with respect to the requested amendment or amendments and each Party will advise the other of its position respecting the requested amendment or amendments.
- (e) Schedule "A" will be considered as amended as requested in (a) or (b) above, should either Party not advise the other Party of its position with respect to the amendment or amendments, within the forty-five (45) calendar days referred to in (d) above.
- (f) The Board agrees to notify the Union when an excluded position is significantly altered. The Board further agrees to inform the Union on a monthly basis of movement into or out of excluded positions.

#### 2.04 Acting Excluded Appointments

- (a) The terms "Acting Exclusions" and "Acting Excluded" are understood by the Parties to refer to filling an excluded position temporarily vacant.
- (b) The Board agrees, in principle, to utilize excluded personnel in such situations whenever possible.
- (c) Acting Exclusions who remain in the bargaining unit will not be involved in firing, discipline, performance appraisal or any other activities that would place them in a conflict of interest.
- (d) Acting Exclusions may be involved in the hiring process to mark standardized or written tests, where the Board provides the answer key and a management employee makes the final determination on the test. If involved, they will be ineligible to apply for that classification for a period of one (1) year from the date of their most recent test marking.
- (e) Acting Exclusions who remain in the bargaining unit will not be appointed to Acting Excluded positions for more than eighteen (18) months in any thirty-six (36) month period unless there are no other qualified and interested employees.
- (f) Acting Exclusions who remain in the bargaining unit will continue to pay Union dues. Acting Exclusions will continue to accrue seniority for the first ninety (90) working days per calendar year, and enjoy all other rights and obligations under the Collective Agreement while they are so appointed.
- (g) After the ninety (90) working days noted in (f) above, the employee's seniority hours will be frozen and will begin accruing again when the employee returns to the bargaining unit subject to (i) below.
- (h) Acting Exclusions who remain in the bargaining unit will return to their previous bargaining unit positions, without penalty, at the end of their Acting Excluded appointments.
- (i) Acting Exclusions who do not remain in the bargaining unit by virtue of the fact that they have been employed as Acting Exclusions other than in accordance with the terms of this Article will not return to their previous bargaining unit positions at the end of their Acting Excluded appointments. They will be deemed to have left the bargaining unit and may only return to the bargaining unit in the event they are, subsequently, successful applicants for posted bargaining unit positions.
- (j) The Board will provide the Union, in writing, the names of employees appointed to Acting Excluded positions and the duration of their appointments. Such notice will, whenever possible, be provided thirty (30) days in advance of an appointment. Similar notice will be provided for those identified in (i) above.

### **ARTICLE 3 – CONFLICTING AGREEMENTS**

The Board will not make any written or verbal agreement with any employee that conflicts with this Collective Agreement.

## **ARTICLE 4 — USE OF TERMS**

- 4.01 Wherever the singular is used in this Collective Agreement, it will be considered as if the plural has been used where the context so requires.
- 4.02 Wherever "spouse" is used in this Collective Agreement, it will include common-law or same-sex spouse and will be defined as co-habitation for a period of not less than one year.
- 4.03 "Department" means that part of the organization that reports to a director.
- 4.04 "Work Location" means all of the Board facilities and/or buildings within a five (5) kilometre radius of the largest Board facility in the area.
- See also LOU B21 — New Work Locations*

## **ARTICLE 5 — RIGHTS, DUTIES AND RESPONSIBILITIES**

### 5.01 Management Rights

The Union recognizes that it is the Board's right and duty to exercise the functions of management to organize the work of the Board and to direct the employees of the Board, including the right to hire, suspend, discharge, promote, layoff, transfer, assign, demote or otherwise discipline its employees, except where and to the extent that the terms of the Collective Agreement limit, or affect that right.

### 5.02 Consultation

On the request of either Party, the Parties will meet and consult meaningfully at the appropriate level about issues relating to the workplace which affect the Parties bound by this Collective Agreement.

### 5.03 Adjustment Plans

If the Board introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the Board will give notice to the Union at least sixty (60) calendar days before the date on which the measure, policy, practice or change is to be effected, and after the notice has been given, the Parties will meet in good faith and endeavor to develop an adjustment plan.

### 5.04 Personal Harassment Policy

(a) The Parties recognize the right of employees to work in an environment free of personal and sexual harassment, and agree to jointly administer the Personal Harassment Policy through the Joint Harassment Committee. The Board will take whatever actions are necessary to prevent personal or sexual harassment in the workplace.

(b) The Parties will continue the Joint Harassment Committee in accordance with LOU B9.

(c) All recommendations, policies and procedures developed by the Committee will be subject to approval by the Board Senior Executive Committee and the Union Executive.

5.05 Discrimination

(a) The Parties hereto subscribe to the principles of the **BC Human Rights Code**.

(b) The Parties will continue the Joint **Equity, Diversity and Inclusion (JEDI)** Committee in accordance with LOU B5.

5.06 E.I. Premium Reduction

The Sick Leave provided under Article 34 meets the Employment Insurance criteria for a reduction of employer paid Employment Insurance premiums. Five-twelfths of this reduction must be used for the benefit of employees. The Parties hereby confirm that the Board is applying the full premium reduction toward the cost of maintaining the group benefit plans of bargaining unit employees.

**ARTICLE 6 – NO STRIKES OR LOCKOUTS**

6.01 The Union will not declare or authorize a strike during the term of this Collective Agreement.

6.02 The Board will not lock out employees bound by this Collective Agreement during the term of this Collective Agreement.

**ARTICLE 7 – PICKETING**

7.01 The Board will not require any employee to cross a picket line relating to a labour dispute that has not been declared illegal by a Court or tribunal with the appropriate jurisdictional authority except where the picket line is agreeable to the crossing.

7.02 Failure to cross a picket line encountered in carrying out the Board's business will not be considered a violation of this Collective Agreement nor will it be grounds for disciplinary action.

7.03 The Board will not require any employee to receive, ship, or transport any materials or equipment currently produced by any employer engaged in a labour dispute that has not been declared illegal by a Court or a Labour Relations Board except to carry out the duties of the Board with respect to the health and safety of workers as defined in the *Workers Compensation Act* and its regulations.

**ARTICLE 8 – BULLETIN BOARDS**

8.01 The Board will provide bulletin boards for such notices as the Union may, from time to time, wish to post. The said notices will be posted and signed by a Union Representative. The Board will provide at least one location as described above in each of its premises as may be established throughout the Province from time to time, **as well as a hyperlink to the Union's website that is easily accessible on WSN**. These bulletin boards will

be used only for notices relating to Union matters and in particular no notice will be posted indicating support for or opposition to any political party or any candidate for public office.

## **ARTICLE 9 – UNION SECURITY**

- 9.01 All employees in the Bargaining Unit who are members of the Union or hereafter become members of the Union will, as a condition of continued employment, maintain such membership.
- 9.02 All persons hired to occupy positions in the Bargaining Unit will, as a condition of continued employment, become members of the Union and maintain such membership.
- 9.03 (a) Union members will have the right to wear or display on their person the recognized Union insignia provided by the Union.
- (b) A Union designation, "CEU", may at the employee's option, be placed on stenography typed by a member of the Union. This designation will be placed below the signatory initials on typewritten correspondence (in conformity with a standard format mutually agreed to between the Parties).
- (c) At the request of the Union and the regular operator of a Board vehicle, the Union's insignia, in the form of a decal not to exceed two and one-half inches (2½") in diameter, may be displayed on the side window of a Board vehicle. Subject to Board approval similar signs and decals may be displayed in other appropriate locations. Specifically, a decal may be placed at the front entrance to each Board facility and the practice of using work station signs to identify employees as shop stewards will continue.
- (d) Where feasible and at the Union's request, an appropriate Union insignia will be placed on Board correspondence, pamphlets, posters, films and documents.
- 9.04 All employees will be eligible for all benefits of the Collective Agreement except where otherwise stated.
- 9.05 There will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any WCB or CEU employee for reason of membership or activity in the Union.

## **ARTICLE 10 – CHECK-OFF OF UNION DUES**

- 10.01 During the term of this Collective Agreement, the Board will deduct the amount of the regular Union membership dues from the salary of each employee and the Board will deduct from the salary of 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 including initiation fees.
- 10.02 For purposes of Clause 10.01 the Board will, at the time of documentation by the Board, require all employees to execute an assignment of wages form, the wording of the form

to be supplied by the Union, and a copy of the completed form will be promptly sent to the Union.

- 10.03 The Board will remit to the Union the total of all such amounts so deducted not later than ten (10) working days after the end of each pay period. The Board will at the same time forward to the Union a list of all employees from whose salaries such deductions have been made, and an allocation of the amounts deducted into regular dues, initiation fees and other assessments.
- 10.04 Amounts deducted from employees for the aforementioned dues or deducted pursuant to Clause 9.04 during the previous calendar year will be shown on the T-4 slips prepared by the Board for income tax purposes.

### **ARTICLE 11 – NEW EMPLOYEES**

- 11.01 New employees will be acquainted with the fact that a collective agreement is in effect. A Union Representative will be given up to three quarters ( $\frac{3}{4}$ ) of an hour to talk to new employees to acquaint such employees with their rights and responsibilities under the Collective Agreement. Such meetings will take place during the Board's normal orientation sessions, which where possible will be held within sixty (60) calendar days of an employee commencing employment. Where this does not occur, arrangements will be made for the Union orientation to occur separate from the orientation sessions, wherever practical.
- 11.02 The Collective Agreement will be **made available electronically on WSN. Upon request of an employee or the Union, the Board will print a hard copy of the Collective Agreement.**
- 11.03 At the time of introducing a new employee to the area in which that employee will be working, management or a management designate will introduce the new employee to the Shop Steward. The employee will then be introduced to their work unit by the manager or management designate, accompanied by the Shop Steward or alternate. It is understood that the Board is not precluded from introducing a new employee if a Shop Steward or alternate is not available. The Shop Steward will be given up to thirty (30) minutes to talk to new employees to familiarize such new employees with the Collective Agreement and the work setting within five (5) working days of the date such new employees commence employment with the Board.

### **ARTICLE 12 – UNION REPRESENTATIVES**

- 12.01 Union Representatives will be recognized by the Board and will not be discriminated against.
- 12.02 The Board recognizes the right of the Union to select Union Representatives to represent employees.

- 12.03 The Union will make reasonable efforts to ensure that Shop Stewards are appointed from within the SDL and/or department and work location they represent. Where an issue arises, the Parties agree to meet and discuss a resolution. The Union will provide the Board with current lists of Union Representatives. Such lists will also identify the employees designated as Shop Stewards for each jurisdictional area. These lists will be amended quarterly and the Board advised of any changes.
- 12.04 Reasonable time with pay and benefits and without loss of seniority will be given to Union Representatives to carry out their duties in accordance with Clause 13.02. For the purpose of this Clause, the normal duties of Union Representatives are:
- (a) investigating complaints or disputes of an urgent nature;
  - (b) investigating grievances and assisting any employee whom the Union Representative represents in presenting a grievance to management at the Informal Level or Level 1 of the grievance procedure;
  - (c) attending meetings at the request of management; or
  - (d) distributing and posting Union notices and bulletins.
- 12.05 Where management decides to conduct a grievance hearing at a work location other than that worked at by the grievor, the Union Representative's and grievor's salary for necessary travel time and expenses will be paid by the Board in accordance with the terms of this Collective Agreement.
- 12.06 Where a Union Representative's activities under Clause 12.04 are not confined to their assigned work location, time and travel expenses are the responsibility of the Union.
- 12.07 An employee will have the right to have a Union Representative present at any discussion with managerial or supervisory personnel which the employee believes might be the basis of disciplinary action, including discussions concerning less than satisfactory work performance. Where a manager or supervisor intends to interview an employee for disciplinary purposes, the manager or supervisor will notify the employee in advance of the purpose of the interview in order that the employee may contact a Union Representative, provided this does not result in an undue delay of the appropriate action to be taken. This Clause will not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- 12.08 The Board will provide secure, private workspace in each office location during regular work hours, at the request of a Union Representative, to meet confidentially with an employee.**

## **ARTICLE 13 — LEAVE OF ABSENCE FOR UNION BUSINESS**

*See also LOU B23 — Article 13 — Unpaid Union Leave*

### **13.01 Union Leave Without Pay**

- (a) Provided advance notice is given, leave of absence, without salary, but without loss of seniority or benefits, will be granted to Union Representatives to:
  - (i) attend conventions of the Union and bodies to which the Union is affiliated when notice is provided to their immediate manager, in writing, at least seven (7) calendar days in advance;
  - (ii) attend to Union business, which requires them to leave their premises of employment;
  - (iii) attend to Union business on a full-time basis (Notice in writing will be provided seven (7) calendar days in advance); or
  - (iv) attend to Union business, unrelated to grievance handling, at their place of employment.
- (b) When leave of absence, without salary, is granted for the purpose of attending to Union business, the Board will maintain the employee's regular salary and the Union will reimburse the Board. When leaves granted exceed ten (10) consecutive working days, the Union will reimburse the Board for the Board's share of benefits.

### **13.02 Union Leave With Pay**

Provided advance notice is given, leave of absence with salary and without loss of seniority or benefits will be granted:

- (a) for Union Representatives to perform duties pursuant to Clause 12.04;
- (b) to employees called to appear as witnesses during a Grievance Hearing or before an Arbitration Board, pursuant to Article 68;
- (c) to an employee who is appealing their own WCB claim, and is required to appear as a witness before a Review Division or Workers' Compensation Appeal Tribunal (WCAT) panel;
- (d) to an employee who is appealing their own LTD claim pursuant to Sub-clause 22.12(b) and who is required to appear before the Review Committee during a regularly scheduled work day;
- (e) to Union Representatives to attend meetings with management;
- (f) to one (1) employee in each classification which is the subject of a classification dispute under Article 16 for the purpose of appearing as a witness at the hearing;
- (g) to Union Representatives appointed to joint boards or committees established by the Board, including an employee acting as Union Observer on a selection panel pursuant to Clause 17.08;
  - (i) The Parties agree that the Board's financial contribution for the Union Observer is limited to ten thousand dollars (\$10,000) per contract year.



*See also LOU B8 – Union Observers*

- (h) to Union Representatives to attend meetings with an employee regarding the investigation of harassment complaints; or
- (i) to Union Representatives to attend meetings with an employee regarding their accommodation.

13.03 No employee will be disciplined for the effect authorized absences for Union business has on the volume of their regular work nor will the effect such absences have on work volume be considered in assessing their performance.

13.04 Leave of absence with salary under the provisions of Sub-clauses 13.02 (b) or (c) will include time necessary to travel. When an employee does not appear as a witness at the time it was anticipated they would appear, time spent waiting to give evidence will be subject to this provision.

13.05 Upon completion of the leave(s) under this Article, the employee will notify their supervisor of their return.

#### **ARTICLE 14 – CONTRACTING OUT**

14.01 The Board agrees not to contract out any work normally or presently performed by employees within the Bargaining Unit which would result in the laying off of such employees.

14.02 Employment and Salary Guarantee

The Board guarantees that there will be no layoffs of employees and/or involuntary salary reductions as a result of contracting out. Affected employees will be covered by Article 70, Reorganization.

#### **ARTICLE 15 – PRE-POSTING PLACEMENTS AND POSTING OF POSITIONS**

***See also LOU B1 – Pilot for Variation of Article 15 – Pre-Posting Placements and Posting of Positions***

15.01 Pre-posting Placements

- (a) Provided there are no re-appointments and/or relocations under Article 70, when the Board decides to fill a vacancy for a permanent position, such vacancy will be offered to employees by seniority in the following order:
  - (i) to those employees awaiting placement in return-to-work or rehabilitation employment, as approved by the Rehabilitation Committee under Article 22;
  - (ii) those employees whose special transfer request has been approved by the Parties;
  - (iii) any employee requiring placement in an alternate position pursuant to Clause 23.06;

- (iv) to any employee incumbent to the classification and work location who has requested a status transfer, in the following order:
  - (a) Employees who hold the same full-time equivalent status (ie, part-time to part-time or full-time to full-time) but hold an Article 26 employee type distinct from the Article 26 type on the posting ("A" Type, "S" Type or "B" Type) are entitled to status transfer rights;
  - (b) Full-time employees in the classification which is the subject of a posting of a part-time position are entitled to status transfer rights to assume the part-time position;
  - (c) Part-time employees in the classification which is the subject of a posting of a full-time position are entitled to status transfer rights within their work location before any other applicants are considered or selected, provided these employees originally made a "status transfer" within the classification from full-time to part-time; and,
  - (d) Part-time employees in the classification which is the subject of a posting of a full-time position are entitled to status transfer rights, provided that these employees have higher seniority than those seeking to lateral transfer per Sub-clause 15.01(a)(vi) below.
- (v) to any employee seeking a change in permanent assignment in the classification pursuant to Article 51;
- (vi) to any employee incumbent to the classification in another work location who has requested a lateral transfer. Appointments will be made from the appropriate lateral transfer list, which will be maintained on the electronic system.

*See also LOU B12 — Definition of Incumbency*

*See also LOU B19 — Lateral Transfers Between Status and Type Within a Classification*

- (b) The Union will be advised in writing each time a vacancy is filled in the foregoing manner.
- (c) If a vacancy is not filled in the foregoing manner, it will be posted for competition in accordance with the procedures below.

#### 15.02 Posting of Positions

- (a) When a vacancy is opened to competition a notice advertising the position and inviting applications will be posted on the electronic bulletin boards.
- (b) There will be no external advertising for vacant positions until notices have been posted internally. Internal notices will remain posted until at least 4:30 p.m. of the tenth (10th) working day following the day of posting.

### 15.03 Content of Postings

(a) A notice of posting will contain the following information:

- (i) the number of positions to be filled;
- (ii) a brief description of the required duties;
- (iii) a brief description of the required knowledge, skills and abilities;
- (iv) Article 26 type and hours of work;
- (v) work location;
- (vi) pay group;
- (vii) the date and time by which all applications must be received in the electronic system; **and**
- (viii) whether the position is full-time in the office or is a hybrid work arrangement.**

(b) Where an eligibility list is in effect and does not need refreshing, the posting will indicate that the vacancy is to be filled by lateral transfer or from the eligibility list.

(c) Where an eligibility list needs to be created or refreshed, the posting will indicate that the names of the successful applicants with insufficient seniority to claim the vacancy will be placed on the eligibility list.

### 15.04 Guidelines

Management reserves the right to establish the criteria, weighting and rating guidelines for the selection/ interview process and modify these from time to time as deemed necessary provided the Union is given notice of any modifications when they are made. Such notice will also include an explanation of the reasons for the modifications. These criteria, weighting and rating guidelines will be set for any posting prior to the posting being struck, and copies will be delivered to the Union on or before the date the posting goes up.

### 15.05 Re-posting Requirement

(a) Where a posting has not resulted in the vacancy being filled within a period of one hundred (100) calendar days from the end of the closing date of the posting the position will be subject to re-posting before being filled.

(b) The Union agrees it will not unreasonably withhold agreement for the extension of the one hundred (100) day period for specific competitions if the Board makes a legitimate request for such extension and the Parties are able to agree on additional application period(s) for internal applicants.

(c) The Parties agree that where all interviews have been concluded at the point of the extension request, no additional application period(s) will be necessary.

#### 15.06 Cancellations of Postings

The Union will be advised in writing of any decision not to fill a position that has been posted. A notice will be posted on the electronic system advising of the cancellation of the posting. Once posted, competitions must only be cancelled for a bona fide business reason, e.g., budgetary approval is withdrawn or the employee who is the reason for the vacancy decides to return to the position under Clause 17.07.

Only a unique circumstance should result in the cancellation of a job competition once it has been posted.

#### 15.07 Applications

- (a) Applications for posted positions must be made using the electronically transmitted application forms that are available on the electronic bulletin board and which will be postmarked by the computer system upon transmission.
- (b) **People and Culture Division** staff will provide assistance, by appointment, to any employee requesting assistance in completing and transmitting an application for a posted position.
- (c) Applications for a posted vacancy will **be considered late if submitted** after 4:30 p.m. on the closing date of a posting unless the employee was on an approved leave, including vacation. In such instance, an application will **not be considered late** provided it is received within five (5) working days of return from the approved leave.
- (d) Notwithstanding the above, no application will be accepted if it is received after the last assessment tool has been administered.
- (e) Additional opportunities to apply will be permitted where an extension is agreed to pursuant to Sub-clause 15.05(b).

**(f) Late internal applicants per Sub-clause 15.07(c) will be considered to be external applicants.**

#### 15.08 Posted Temporary Positions

Temporary positions over one hundred twenty (120) working days in duration that cannot be filled by a permanent employee under Article 18 will be processed in the following order:

- (a) Posting using the procedure described above, restricted to:
  - (i) permanent employees whose permanent work location is where the vacancy exists;
  - (ii) temporary employees who have accumulated a minimum of six hundred (600) hours of work and are working in the location that is the subject of the posting;
  - (iii) temporary employees who have accumulated a minimum of six hundred (600) hours of work and are on layoff from the location that is the subject of the posting.

- (b) Posting Board-wide using the procedure described above indicating what, if any, expenses the Board will pay.
- (c) Hiring a temporary employee.

The Board may, at any point, decide not to fill the vacancy. If a permanent employee is appointed to such a vacancy, they will, when the temporary work is completed, return to their former position without loss of seniority.

#### 15.09 Permanency Defined

Permanency is indicated when it is apparent that there was or is likely to be an ongoing requirement for an employee in one classification at one work location for more than eighteen (18) months in any twenty-four (24) month period. The foregoing eighteen (18) month period does not include periods of vacancy generated by the absences of employees on Long-term Disability, Workers' Compensation Leave, Adoption Leave, Parental Leave, Secondment, the trial period of a job sharing arrangement or leaves of absences without pay in excess of ten (10) working days in duration.

### **ARTICLE 16 – CLASSIFICATIONS AND NEW JOB CATEGORIES**

16.01 The Parties agree that although the establishment of job categories, qualifications, and functions are matters for the Board; it is important that the relative worth of jobs be recognized by a process of job evaluation including consultation and negotiation so that the salaries applicable to each job grouping can be determined by collective bargaining.

16.02 When a new classification or altered job description covered by this Collective Agreement is introduced, the following will apply:

- (a) Where the Board creates a new category of employment within the Bargaining Unit for which the rate of pay is not set out in this Collective Agreement, the Board will, subject to Article 15, have the right to hire a person to the new position and establish an interim rate of pay, or in the event of changes of duties and responsibilities of a job of sufficient significance to warrant a revised job description, the Board may evaluate the job and establish an interim rate of pay. In either case the Union will be informed of the total point evaluation and the rate of pay and will also be given a copy of the job description.
- (b) The evaluation will be subject to negotiation between the Parties where the Union gives notice within sixty (60) calendar days of being given the job description and the total point evaluation.
- (c) Where the Union and Board disagree regarding the evaluation result they will exchange preliminary factor scores.
- (d) Where the Parties disagree as to the accuracy of the job description, representatives of both evaluation committees will meet with incumbents or a representative group and their supervisor in an attempt to resolve this matter.

- (e) Where the Parties fail to reach agreement within ninety (90) calendar days of the date the Union gives notice pursuant to Sub-clause (b) above, the matter may be referred to mediation/arbitration, pursuant to Clause 16.08.
- (f) The Parties agree to notify each other of their final positions with regard to point evaluations within seven (7) calendar days of the expiry of the ninety (90) calendar day negotiation period.

#### 16.03 Retroactivity

The rate established by negotiation or arbitration as herein provided will be retroactive to the date the new job is created or a date no earlier than six (6) calendar months prior to the date a job evaluation/re-evaluation request is filed.

#### 16.04 Employee Initiated Reviews

- (a) When an employee or group of employees request a review of their job classification, they will file the request in a format established by the Board and will provide the request to their manager and the Manager, Staff Compensation. The Board will forward a copy of the job evaluation request to the Union within ten (10) working days of the receipt of the request. The Employer and Union will conduct a joint meeting with the incumbents and manager and will jointly evaluate the job within ninety (90) calendar days from receiving the request.
- (b) If an agreement cannot be reached, either Party may refer the dispute to mediation/arbitration, pursuant to Clause 16.08.
- (c) It is agreed that requests for extension of the ninety (90) days in Sub-clause 16.04(a), because of volume or reorganization of a department, will not be unreasonably denied.

#### 16.05 Board Initiated Reviews

Where the Board decides to conduct a review, the Union will be notified in writing. Any review undertaken by the Board on its own initiative will be completed within ninety (90) days of the review commencing, and the Union will be notified in writing of the result.

#### 16.06 Job Descriptions

- (a) Upon request each employee will be provided with a copy of their job description, and each employee will be provided with a copy of their job description within thirty (30) calendar days of hiring or moving to a new position.
- (b) Each employee will be provided with a copy of their new or revised job description within thirty (30) calendar days of the implementation of the new or revised job description.

#### 16.07 The time limits fixed in this Article may be altered by mutual consent of the Parties.

## 16.08 Dispute Resolution Process

- (a) All classification disputes arising out of Article 16 will be referred to a **Mediator/Arbitrator** agreed to by the Parties for a hearing. The hearing will be conducted within sixty (60) days from the date of referral. The Mediator/Arbitrator will attempt to assist the Parties in resolving the dispute. If the dispute is not resolved the Mediator/Arbitrator will render a binding decision within thirty (30) days of the end of the hearing. Decisions reached either through mediation or arbitration will have **precedential** value with respect to all other jobs brought before mediation/arbitration under this Clause.
- (b) The following rules will apply to disputes heard under Sub-clause 16.08(a):
  - (i) Wherever possible, all presentations will be short and concise.
  - (ii) The Parties may include a comprehensive opening statement.
  - (iii) The Parties will make every attempt to proceed by admission to minimize the need to present evidence through direct testimony.
  - (iv) Practicing lawyers, other than those normally employed by either Party in another capacity, will not be used to argue or present a dispute under Subclause 16.08(a).
- (c) Where either Party determines Mediation/Arbitration is not appropriate for a specific case, it may require **an Arbitrator** agreed to by the Parties to hear the dispute as a formal arbitration.
- (d) The Board and the Union will each bear their own costs and equally share the fees and expenses of the Mediator/Arbitrator.
- (e) Employees required to attend hearings will be on Union Leave with pay as per Clause 13.02.
- (f) The rules in Sub-clause 16.08(b) above do not apply to formal hearings under Sub-clause 16.08(c).

## **ARTICLE 17 – FILLING POSTED VACANCIES**

*See also LOU B17 – Fair Process for Consideration of Attendance Records in Selection Procedures*

***See also LOU B1 – Pilot for Variation of Article 15 – Pre-Posting Placements and Posting of Positions***

### 17.01 Selections

- (a) Seniority will, subject to sufficient skills and ability (for pay groups 1–3 with a maximum of 186 points under the job evaluation plan) and sufficient knowledge, skills and ability (pay groups 3–11 with a minimum of 187 points under the job evaluation plan), be the deciding factor in selecting successful applicants from among the applicants for positions and/or to eligibility lists.

- (b) Where an eligibility list exists in respect of the position, candidates will be selected in order of seniority from the eligibility list before any other applicants are considered or selected.
- (c) A degree, diploma, or certificate is not a necessary qualification for a position, except where such qualification is directly related to the job function. Where such accreditations are not directly related to the job function, a combination of education and experience will satisfy the requirement.

#### 17.02 Eligibility Lists

- (a) Eligibility lists will be established and maintained in respect of all high-incumbency, high-turnover positions.
- (b) The names of all the applicants for a position in respect of which an eligibility list is being established or maintained with insufficient seniority to claim such position will, subject to sufficient knowledge and/or skills and ability, be placed on the eligibility list in order of seniority.
- (c) Employees who decline two (2) offers of employment from an eligibility list will be removed from the list.
- (d) Eligibility lists will be refreshed using the Pre-Posting Placements and Posting of Positions (Article 15) and Filling Posted Vacancies (Article 17) processes in this Collective Agreement at least once every six (6) months unless the Parties agree to some alternate formula for adding new names to such lists.

#### 17.03 Information to Successful Applicants

The Board will notify employees selected for posted positions and/or eligibility lists, in writing, within fifteen (15) working days of the last interview or closing date, whichever is later, and a copy of such notice will be sent to the Union. Where applicable, the notification will include the pay step and increment date.

#### 17.04 Information to Unsuccessful Applicants

- (a) An employee who unsuccessfully applies for a position or eligibility list will, upon request, be provided, in writing, with the name(s) of the successful applicant(s) and the reasons why the unsuccessful employee's knowledge and/or skills and abilities did not result in selection.
- (b) An internal applicant will, on request, be provided with their test score(s) and/or interview score(s) and the score(s) of all the successful candidates without attaching the names of the successful candidates to the score(s). When a test has been given, the employee will, on request, be given a copy of their marked test results.
- (c) Test and/or examination questions will only be released to the Union for the sole purpose of processing selection grievances which involve or concern the accuracy of marking, relevance, reliability or fairness of the same.
  - (i) Such test and/or examination questions will, subject to the need to distribute copies to the participants at a grievance meeting or arbitration, not be



photocopied or otherwise reproduced and/or shared with any person other than affected grievors, witnesses, counsel or Union Representatives.

- (ii) All copies and/or reproductions of such test or examination questions will be registered when they are made and returned to the Board within ten (10) working days of the date such a grievance is settled or decided.

#### 17.05 Confirmation

No appointment will be confirmed until the time limits to file a grievance have expired and no grievances have been filed or, if a grievance has been filed, it has been resolved.

#### 17.06 Minimum Period in New Position

- (a) Upon the acceptance of a posted position or lateral transfer under Clause 15.01, the successful applicant(s) will be precluded from applying for new posted positions or lateral transfer under Clause 15.01 in the following manner:
  - (i) Employees in pay groups 1 to 2 are precluded from applying for posted positions for a period of six (6) calendar months from the date of accepting a position but will be eligible to apply for posted positions where permission to apply has been granted by the director of their current department.
  - (ii) Employees in pay group 3 with a maximum of 186 points under the job evaluation plan will be subject to the provisions in (i) above; employees in pay group 3 with a minimum of 187 points under the job evaluation plan will be subject to the provisions in (iii) below.
  - (iii) Employees in pay groups 4 to 11 are precluded from applying for posted positions for a period of fifteen (15) calendar months from the date of accepting a position but will be eligible to apply for posted positions where permission to apply has been granted by the director of their current department.
  - (iv) Notwithstanding Sub-clauses 17.06(a)(i), (ii) and (iii), where an employee is hired after the date of ratification and a training period of fifteen (15) weeks or more is required, the employee will be restricted from applying for a posted position or lateral transfer for a period of twenty-four (24) calendar months from the date of accepting the position, unless granted a waiver by the director of their department. Following the completion of this twenty-four (24) calendar month period or upon receiving a waiver, whichever occurs first, the restriction periods pursuant to Sub-clauses 17.06(a)(i), (ii) and (iii) will apply as appropriate to all future positions and transfers of the employee.**
- (b) If an employee, on two (2) occasions within a twelve month period, declines a job offer, not including lateral transfers, the employee will be restricted from applying for jobs for twelve (12) months from the date of the second occasion.
- (c) Employees will be granted a waiver to apply for a position within their current department and work location, subject to bona fide operational requirements.

- (d) When a permanent employee accepts a posted temporary assignment, they are restricted under Sub-clause 17.06(a); **however:**
- (i) Where the employee has an opportunity to apply for a permanent promotion, permission to apply on the posted permanent position will be granted by the Director on request unless operational requirements deem it necessary for the employee to remain in their current position. In those circumstances:
    - (a)** The Parties will meet to discuss possible creative solutions to the matter. If a solution cannot be reached, then;
    - (b)** The Employer maintains its right to deny permission to apply for the posted position. The CEU retains the right to grieve the decision if it determines there are not reasonable bona fide operational reasons for denying the request; **and,**
  - (ii) **Where the Board ends a temporary assignment on a date which is earlier than the date stated on the temporary job posting, the director will not unreasonably deny the affected permanent employee's subsequent request for a waiver under Sub-clause 17.06(a).**

#### 17.07 Return to Previous Position

*See also LOU B12 — Definition of Incumbency*

- (a) If an employee is promoted or transferred to a new or a posted position and within thirty (30) working days is found to be unsatisfactory in that position, or wishes to return to their previous position, they will be returned to their former job at their former rate of pay, without loss of benefits and seniority. The thirty (30) days starts the day the employee assumes the position, which may include the first day of training.
- (b) The aforesaid thirty (30) day period may be extended by mutual consent of the Board and the Union to a period not exceeding ninety (90) working days.
- (c) Where a training period is required and the employee's previous position has not been filled, the thirty (30) days start when the formal training period is complete and the employee commences handling the tasks in the position. The thirty (30) day trial period would end thirty days from then or when the previous position was filled, whichever comes first. Formal training is intended to be classroom training.
- (d) Employees who are moving via a lateral transfer process are not entitled to the provisions of this Clause.
- (e) Where the employee returns under (a) above, management will return to the original competition to fill the vacancy without re-posting through Article 15, provided there are eligible, qualified applicants.

#### 17.08 The Union may appoint an observer to all selection panels for bargaining unit positions.

- (a) The role of the observer is to observe the selection panel in its determination of the successful candidates.

- (b) The observer will be ineligible to apply for that classification for a period of one (1) year.
- (c) It is agreed that any information relating to the competition will be kept confidential except as it may be used in the pursuance of a grievance.
- (d) The Union observer will have the right to sit through all interviews and all panel deliberations, including the assignment of points to each applicant.
- (e) The Union will notify the Board, in writing, of the designated observer for each selection panel.
- (f) Each posting will state that applicants are entitled to a Union observer.

*See also LOU B8 – Union Observers*

17.09 An employee who is moving from one work location to another as the result of a selection for a posted position which is more than forty (40) kilometres distant (radius) will be given a sixty (60) calendar day period from date of acceptance in the new position to report. All other employees will be given a thirty (30) calendar day period from date of acceptance in the new position to report. The sixty (60) day or thirty (30) day period will not commence until any training at other than the employee's new work location is complete.

17.10 (a) Where an employee is requested by the Board and agrees to report before the expiration of the sixty (60) or thirty (30) calendar day period the Board will provide expenses for the employee, pursuant to Article 52, between the reporting date and the expiration of the aforementioned sixty (60) or thirty (30) calendar days.

(b) Where the employee requests to report before the expiration of the sixty (60) calendar day or thirty (30) calendar day period, and the manager agrees, written confirmation of the start date will be provided. No expenses will be paid between the reporting date and the expiration of the aforementioned sixty (60) or thirty (30) day period.

17.11 An employee who withdraws their application on a posted competition is entitled to submit a new application on a re- posting of the same competition, subject to the restriction period set out in Sub-clause 17.06(b). This does not apply to an extension of the same competition. The Board's testing policy continues to apply in these cases.

## **ARTICLE 18 – BACK-UP TRAINING AND TEMPORARY PROMOTIONS**

*See also LOU B12 – Definition of Incumbency*

*See also LOU B18 – Article 18 and Article 26 Status Types*

*See also LOU B24 – Career Progression Opportunities*

***See also LOU B26 – Pilot for Variation of Article 18 Opportunities***

### 18.01 Back-up Training for Temporary Promotions

- (a) All opportunities for back-up training within a department and work location planned for the year will be communicated to all the permanent employees in the department and work location during the month of November, December or January each calendar year. Interested employees will advise their manager of their interest and stipulate the classification in respect of which they desire training. A list will be kept of these staff.
- (b) Training will be offered in order of seniority to the interested permanent employees in a department and work location who have sufficient knowledge and/or skills and abilities. In this Sub-clause, having sufficient knowledge and/or skills and abilities means meeting the minimum qualifications for the classification in respect of which the training opportunity is provided.
- (c) Notwithstanding (b) above, in emergency situations or when operations will be significantly compromised, a more senior employee may be bypassed in favour of a less senior employee for a particular training opportunity. The bypassed employee will be given the training on the next occasion it is available. Where this occurs, the Shop Steward will be informed.
- (d) Each employee selected to receive training under this Clause will receive the higher rate for such training and will only receive back-up training in respect of one higher paid classification each calendar year.

### 18.02 Temporary Promotions

- (a) Whenever the employee is assigned to a higher paid position for three (3) hours and forty-five (45) minutes or more accumulation in a calendar week, the employee will be entitled to payment of wages at a higher salary range for all time worked in the higher paid position, as follows:
  - (i) If, at the time of promotion, an employee is on Step 3 or a lower step in the salary range, the employee will move to the same step in the new salary range.
  - (ii) If, at the time of promotion, an employee is at a step above Step 3 in the pay range, the employee will move back one step in the new salary range for each salary group promoted excepting that such retrogression will not place the employee below Step 3 in the new salary range.
  - (iii) If the move as noted in (ii) above will not result in an increase, the employee will be placed at the next step in the new salary range which will produce this result, but not more than the top of the new salary range which for purposes of this Clause will be read as including the special increment.
- (b) Employees who receive a higher rate of pay for the entire pay period preceding a paid leave, annual vacation or public holiday and/or who re-assume the higher rated job they assumed prior to taking such leave will receive the higher rate of pay during such absences.

- (c) A promotional opportunity will first be offered on an equitable basis to appropriately back-up trained permanent employees in the department and work location within which the opportunity exists.
- (d) If no permanent employee is available under (c) above, then the promotional opportunity will be offered on an equitable basis to back-up trained permanent employees in the division and work location within which the opportunity exists.
- (e) If the promotional opportunity is one hundred twenty (120) working days or less in duration and there are no permanent employees available under either (c) or (d) above, then a temporary employee may be assigned under Article 20 to perform the work.
- (f) If the promotional opportunity is more than one hundred twenty (120) working days in duration and no permanent employee in (c) or (d) above is available, then the temporary opportunity must be posted in accordance with Clause 15.08.
- (g) Back-up trained employees should not refuse a promotional opportunity for reasons which are within their control.

## **ARTICLE 19 – TECHNICAL INFORMATION**

19.01 In order to promote cooperation and a full understanding of the Collective Agreement and the problems of the respective Parties throughout the life of the Collective Agreement, the Board and the Union agree to make promptly available to each other upon request any information, research material, data, reports and recommendations that pertain to matters covered by the Collective Agreement and to collective bargaining and grievance procedures and may from time to time by mutual agreement meet to discuss these matters. Such information, research material, data, reports, and recommendations will include but are not limited to:

- (a) material pertaining to changes in the number of employees, hiring, terminations, transfers, and layoffs;
- (b) material pertaining to any and all absenteeism (including reasons for such absenteeism), overtime, and use of vehicles for Board business;
- (c) material pertaining to changes in working conditions, which affect the employees' environment.

## **ARTICLE 20 – TEMPORARY AND PERMANENT PART-TIME EMPLOYEES**

20.01 Temporary Employees

- (a) A temporary employee is one who is engaged:
  - (i) to directly or indirectly replace a permanent employee who is on leave, including vacations (in all cases the Board will identify the person who is being replaced);
  - (ii) for temporary, intermittent or casual work, including workload support, where there is no permanent incumbent being replaced and during the posting and selection periods for permanent positions.

(b) Temporary employee(s) will not be used when a temporary assignment constitutes an opportunity, for permanent employee(s), under Article 18. If there is no eligible permanent employee under Article 18, the Board may assign a temporary employee.

#### 20.02 Notice of Temporary Employees

The Board will notify the Union in writing of such work, whether it is (a)(i) or (ii) from 20.01 above, the anticipated duration and identity of the temporary employee(s) hired for the work by providing the Union with copies of all the offer letters sent to temporary employees in respect of their temporary assignments.

#### 20.03 Seniority for Temporary Employees

(a) Temporary employees hired after the signing date of this Collective Agreement, who have accumulated six hundred (600) hours of work will accumulate temporary seniority in respect of the following hours:

- (i) all hours worked at straight time rate;
- (ii) designated paid holidays or days in lieu provided the temporary employee has worked at least fifteen (15) working days in the last thirty (30) consecutive calendar days;
- (iii) annual vacation leave, provided the temporary employee is eligible for annual vacation leave.

(b) Upon completing six hundred (600) hours of work, a temporary employee's temporary seniority will include the six hundred (600) hours.

(c) A temporary employee will lose their temporary seniority when:

- (i) they are terminated for cause;
- (ii) they become a permanent employee, subject to Sub-clause 21.02(b);
- (iii) they voluntarily terminate;
- (iv) they are on layoff for more than one (1) year.

(d) Temporary employees will be entitled to use their seniority to apply for all posted positions as in- service candidates, and will have the right to grieve a contravention of Article 17.

#### 20.04 Layoff and Recall of Temporary Employees

(a) Layoff of temporary employees will be by classification and in order of seniority, within a division and work location.

(b) Temporary employees will be recalled by classification, within a division and work location, and in order of seniority, provided the employee is qualified and able to carry out the work which is available.

(c) Temporary employees who decline two separate offers of employment over a thirty (30) calendar day period will fall to the bottom of the recall list. An employee may decline a third offer of employment per month where the decline is a result of urgent

family matters. To count as separate offers of employment the offers must relate to different assignments and be made on separate days.

(d) Temporary employees who decline work for the following reasons will not have the decline count as an occurrence for the purpose of determining position on the recall list:

- absence on WCB claim
- maternity, adoption and parental leave
- absence to attend a funeral
- illness — proof of illness must be provided as per Clause 34.01
- illness of a child
- union leave
- serious illness in the family
- jury duty

(e) The Board will maintain a recall list by classification and seniority in each division and work location. Temporary employees at their option may be on more than one recall list but will not be subject to recall from one list while working pursuant to another list. Temporary employees at their option may be on a recall list for more than one work location in the Lower Mainland. For all other locations employees may be on more than one recall list subject to the discretion of the Employer.

(f) For purposes of layoff and recall of temporary employees, work location will be defined as a five (5) kilometre radius around the largest Board facility or building in each of the locations listed below. Where the Board opens an office not covered by this Clause or covered by multiple locations, the Parties may, by mutual agreement, revise the list or add the new office to an existing layoff/recall work location. In no case will an office be part of more than one layoff/recall work location.

Locations

Abbotsford	Kelowna	Surrey
Burnaby	Nanaimo	Terrace
Courtenay	Nelson	Victoria
Cranbrook	Port Moody	Williams Lake
Fort St. John	Prince George	
Kamloops	Richmond	

(g) Notwithstanding (a) above, the Parties may, by mutual agreement, agree that a temporary employee employed in a technical capacity on a special project, will be retained outside of the order of seniority where the employee cannot be reasonably replaced on the project.

20.05 Temporary Employees — 1,820 Hours or Less

- (a) Temporary employees who have worked for the Board for 1,820 hours or less and Student Temporary Employees will be entitled to the rates of pay relating to the job classification for which they are engaged or to which they are subsequently assigned, plus a supplementary allowance in lieu of benefits of four percent (4%).
- (b) The provisions of the following articles and/or clauses will apply: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 19, 20, 23 [excepting Clause 23.06], 28, 29, 30, 36.05, 42, 43.01, 48, 49, 50, 52, 53, 61 **and 74**, including the right to grieve improper application of the above.
- (c) Temporary employees who have worked for the Board 1,820 hours or less, will be entitled to vacation pay at the rate of four percent (4%) of their gross earnings. Vacation pay will be paid on each pay cheque.
- (d) Bereavement Leave under Article 45 will be available provided they have worked at least fifteen (15) days in the last thirty (30) consecutive calendar days.

20.06 Temporary Employees — More Than 1,820 Hours

- (a) A temporary employee, other than a Student Temporary Employee, who has worked for the Board for more than 1,820 hours, without a break in service, will be enrolled in all of the Board's Health and Welfare plans.
- (b) In lieu of continuing to receive the supplementary allowance and vacation pay described in Clause 20.05, such an employee will:
  - (i) participate in the Superannuation Plan, subject to the eligibility requirements of the Plan;
  - (ii) be entitled to three (3) weeks of unpaid vacation leave, and vacation pay at the rate of six percent (6%) of their gross earnings which will be banked for withdrawal in respect of periods of unpaid vacation leave and paid-out at the end of each calendar year;
  - (iii) participate in the basic medical, extended health care and dental plans at the beginning of the month following the month during which a person completes 1,820 hours;
  - (iv) participate in group life **insurance**, with an insured amount equal to three **(3)** times the employee's annual salary during the current pay period adjusted to the next highest one thousand dollars (\$1,000), with a minimum coverage for any employee of not less than thirty-eight thousand dollars (\$38,000) **to a maximum of four hundred thousand dollars (\$400,000) plus accidental death and dismemberment coverage at two (2) times annual salary to a maximum of two hundred fifty thousand dollars (\$250,000). An employee may also purchase up to five hundred thousand dollars (\$500,000) of additional life insurance and up to five hundred thousand dollars (\$500,000) of accidental death and dismemberment insurance, at their own expense and subject to eligibility;**



- (v) receive all rights and benefits, and paid and unpaid leaves provided under the Collective Agreement. The provisions of the following articles and/or clauses will apply in full (in addition to those already listed in Clause 20.05): 14, 16, 23, 24, 38, 39, 40.02, 46, 54, 57, 58, 59.02, 59.03, 65, 66, 68; and 37, 41, 43, 44, 45, 46, **47** (for duration of leave);
  - (vi) The provisions of the following articles and/ or clauses will be prorated according to the relationship between the actual number of hours paid during the previous calendar year and 1,885 hours: 22, 33, 34, 59.01; and 37, 41, 43, 44, 45, **47** (for benefit paid during leave). Seniority accrual during maternity, parental and adoption leave granted pursuant to Article 37 is calculated according to the relationship between the actual number of hours worked in the twelve (12) months immediately preceding the leave and 1,885 hours.
- (c) A temporary employee who has worked for the Board for more than 9,100 hours, without a break in service, will be entitled to four (4) weeks of unpaid vacation leave and vacation pay at the rate of eight percent (8%) of their gross earnings which will be banked for withdrawal in respect of periods of unpaid vacation leave and/or paid out at the end of each calendar year.
- (d) Unless otherwise stated, above, participation in the foregoing described benefits will commence immediately upon accruing 1,820 hours without a break in service.
- (e) Subject to the following, the benefits enjoyed by a temporary employee who has worked for the Board for more than 1,820 hours without a break in service, will cease at the end of the calendar month following the month in which the layoff occurred.
- (i) During periods of layoff while recall rights exist, such an employee will retain any vacation entitlement, sick leave entitlement, and seniority earned as at the date the layoff commenced but will not continue to accrue such benefits or be entitled to any other benefits.
  - (ii) Following the cessation of benefits, such an employee will be allowed to retain MSP, Pacific Blue Cross, group life insurance, **accidental death and dismemberment insurance**, and dental coverage during periods of layoff while recall rights exist by prepaying the full cost of such plans on a monthly basis.
  - (iii) Such an employee will be deemed terminated with the Board upon release, surrender or expiry of their recall rights or discharge for just cause, and at such time, participation in any and all of the foregoing benefits and plans will cease.
- (f) Upon return from all leaves that extend beyond the duration of their temporary assignment, the temporary employee will revert to the appropriate recall list.

#### 20.07 Break in Service for Temporary Employees

A "break in service" occurs when there is an employee-initiated absence from work other than a Board approved leave of absence, a layoff of more than twelve (12) months in duration, a discharge for cause or a release.

#### 20.08 Step Increments for Temporary Employees

- (a) Temporary employees will be entitled to an increment at the completion of each 1,820 hours of work provided there has not been a break in service.
- (b) When a temporary employee is successful in posting into a temporary position in a higher paygroup, and there has been no break in service, the step increment will be adjusted to the date the employee begins to receive the salary for the new classification. The principles of Clause 36.05 will be applied to the calculation of the increment placement.
- (c) When a temporary employee is successful in obtaining permanent employment, and the employee's current step increment date in their temporary assignment is within three (3) months of the new increment date, the employee's placement in the new position will be advanced one step prior to the calculation set out in Clauses 36.05(a), 36.05(b) or Clause 36.07 where the demotion is voluntary. This only applies if there has been no break in service.
- (d) At the conclusion of the assignment in the temporary posted position, and if there has been no break in service, should the employee be reassigned to a new temporary position under Article 20, they will be placed at the appropriate step based on total hours worked pursuant to Sub-clause 20.08(a).

#### 20.09 New Position Start Dates for Temporary Employees

- (a) When a temporary employee is successful in obtaining permanent employment at the Board, and there has been no break in service, the New Position Start Date will be the date the employee begins to receive the salary for the new classification. The principles of Clause 36.05 will be applied to the calculation of the increment placement.
- (b) If a New Position Start Date falls on a Saturday, Sunday or Public Holiday, as defined in Article 31, the New Position Start Date will be deemed to be the next business day.
- (c) Where a temporary employee accepts a permanent position, permanency is achieved one (1) month from the date of acceptance of the position or on the date of assuming the new position, whichever comes first.

#### 20.10 Public Holidays for Temporary Employees

All temporary employees will be entitled to the provisions of Article 31 provided they have worked at least fifteen (15) days in the last thirty (30) consecutive calendar days.

#### 20.11 Pay Periods for Temporary Employees

Temporary employees who are not paid in accordance with the pay procedure described in Article 27 will be paid by cheque (less necessary deductions) every two (2) weeks.

The Board will provide such employees with a statement indicating the pay period, and all deductions made from the gross earnings. Pay cheques will be made available before 12:00 o'clock noon on the day of issue except under circumstances beyond the control of the Board.

#### 20.12 Union Leave for Temporary Employees

Where a temporary employee appointed or elected to Union Office requires leave pursuant to Clauses 12.04, 12.05 or 13.02, the Board will maintain the employee's salary and the Union will reimburse the Board.

#### 20.13 Permanent Part-time Employees

- (a) Permanent part-time employees are defined as those permanently employed for less than seven and one-quarter (7¼) hours per day or for an average of less than five (5) full days per calendar week. Such employees will be afforded all the terms and conditions of this Collective Agreement except that wherever a benefit is time related, a part-time employee's entitlement will be pro-rated according to the relationship that their work schedule bears to a full work schedule.
- (b) Provisions of the Collective Agreement dealing with salaries, allowances and leaves will also be pro-rated in a similar manner.

#### 20.14 Hours of Work for Temporary Employees

- (a) Daily hours of work and daily overtime premiums will be the same as those for regular employees in the same type of employment in the department to which the temporary employee is assigned except that time off in lieu of overtime worked will not be permitted.
- (b) Temporary employees will have access to the provisions in Clauses 26.11 and 26.12 upon completing one thousand (1,000) hours of work.

#### 20.15 Student Temporary Employees

- (a) Temporary employees who are attending an educational institute on a full-time basis and employed during the period of May 1st through the Friday preceding the Labour Day, and who may also work during the Christmas break and/or Easter break, are "Student Temporary Employees".
- (b) If Student Temporary Employees complete the term of their assignment and then decline an extension of that assignment because they are returning to school, then they will be deemed to be on layoff for the purposes of Article 20 and to have voluntarily removed themselves from the recall list. It will be the responsibility of the employees to contact the Board when they are available for work in order to be placed, once again, on the recall list.
- (c) If a period of more than one year elapses from the time the Student Temporary Employees are deemed to have removed themselves from the recall list, the provisions of Sub-clause 20.03(c) will apply.
- (d) Upon completion of one thousand (1,000) hours of work, Student Temporary Employees will be able to participate in the ETO program. Student Temporary Employees will not be permitted to take ETO during their seasonal periods of employment unless it is agreed to by their respective manager(s). If Student Temporary Employees are unable to take ETO during the term of their assignments

then they will be deemed to have taken their ETO in the days immediately following the end of each period of temporary employment.

#### 20.16 Restriction Period

Temporary employees in posted temporary positions are restricted pursuant to Clause 17.06 from applying for other posted temporary positions. There is no restriction on a temporary employee applying for a posted permanent position.

### **ARTICLE 21 – SENIORITY**

#### 21.01 Seniority Defined

Seniority for all permanent employees is defined as length of service within the Bargaining Unit.

#### 21.02 Calculation of Seniority

- (a) Permanent part-timers and job sharers will have their seniority pro-rated according to the relationship their work schedule bears to a full-time work schedule.
- (b) Where a temporary employee is appointed to a permanent position without a break in service, as defined in Clause 20.07, that employee's temporary seniority will be based on all hours worked since the last break in service and will become permanent seniority. Benefits calculated on length of service which were paid during the period of temporary employment will not be applied retroactively.
- (c) Where two or more employees have the same seniority, the employee with the lower employee number will be considered more senior.

#### 21.03 Seniority Lists

- (a) Lists showing the date upon which service at the Board commenced for each employee, the adjusted start date for seniority purposes and each employee's seniority in hours will be sent to the Union once a year. The list will be posted on bulletin boards in each of the Board's premises in October of each year.
- (b) The Board will, upon written request from the Union, provide the Union with an up-to-date seniority list within twenty-one (21) working days of such request. Such a request will be made not more than twice yearly.
- (c) The accuracy of these lists may be challenged by the Union and/or an employee. Lists will be rectified should errors be identified.

#### 21.04 Loss of Seniority

- (a) An employee will lose their seniority in cases of:
  - (i) resignation or abandonment;
  - (ii) voluntarily leaving the bargaining unit;
  - (iii) discharge or release; or
  - (iv) expiry of recall rights.

## **ARTICLE 22 — LONG-TERM DISABILITY**

*See also LOU B15 — The Return-to-Work Program*

*See also LOU B27 — Pilot for Variation of RTW Program and Rehabilitation Committee Process*

*See also LOU B31 — Clause 22.12 – Dispute Resolution*

### 22.01 General

An employee who is totally disabled from work by reason of sickness or injury and who has exhausted any compensatory time off and all sick leave entitlement under Clause 34.02 will be eligible for long-term disability, subject to the conditions set out below.

### 22.02 Definition of Disability

- (a) In qualifying for this benefit, total disability is defined as the total inability to perform one's regular job. After receiving this benefit for twenty-four (24) months it is defined as the total inability to perform the duties of any gainful occupation for the Board.
- (b) A decision as to entitlement beyond the initial assessment period of twenty-four (24) months, will be made and communicated to the employee at least two (2) months prior to the expiry of twenty-four (24) months. When that decision is made, the worker will be advised of the "suitable employment" that has been identified. Nothing in this Clause will prevent a review or change of the decision.
- (c) An employee is deemed to be totally disabled for those hours they are unable to work on a temporary or permanent basis.
- (d) The total disability must not be:
  - (i) the result of an intentionally self-inflicted injury or illness, **unless medical evidence establishes that the injury or illness is related to a mental health illness;** or
  - (ii) be directly related to armed forces service, war or voluntary participation in rebellion, insurrection, civil disobedience or riot.

### 22.03 Eligibility for Long-term Disability

- (a) The employee must have been in the service of the Board for six (6) months or more at the time disability occurs.
- (b) The employee must be a permanent resident in Canada, except where this requirement has been waived through mutual agreement between the Board and the Union.
- (c) No LTD allowance is payable for a total disability due to or related to a pre-existing condition if total disability begins within twelve (12) months of the employee becoming covered. As per Sub-clause 22.03(a), coverage begins six (6) months after the employee first reports to work.
  - (i) A pre-existing condition is one for which an employee received medical attention, consultation, diagnosis or treatment during the ninety (90) calendar days before the employee first reports to work.

- (ii) Potential employees will be informed of the existence of this exclusion when formally offered a job.
- (iii) Where a question arises as to whether or not a claim for payment of LTD allowance involves a pre-existing condition, that question may be referred to a Review Committee under the provisions of Clause 22.12.

#### 22.04 Application/Waiting Periods

- (a) An employee may apply for Long-term Disability benefits anytime during the period of sick leave. All documents submitted to the service provider by the Employer will be copied to the employee. Application for allowance must occur during the three (3) months immediately following the day the employee was last paid regular salary, compensatory time off or sick leave entitlement under Clause 34.02.
- (b) Payment of Long-term Disability will commence fifteen (15) working days after the employee was last paid regular salary, compensatory time off or sick leave entitlement under Clause 34.02. During this waiting period the employee may elect to receive payment for earned vacations and/or earned time off or for sick leave borrowed pursuant to Clause 34.04.
- (c) Where an application has been made, benefits will commence on the sixteenth (16th) working day whether or not the claim has been adjudicated by that time. Where the adjudication denies LTD, the Board will be entitled to recover the allowance overpayment in accordance with Article 27. An employee may choose to decline this interim benefit option.
- (d) Where the application is made by an employee who has withdrawn their frozen sick leave bank, benefits will not commence until the day following the expiration of the allotted frozen bank time redeemed.

#### 22.05 Reopening Period

- (a) Where an employee has returned to work subsequent to an accepted LTD claim and then suffers a subsequent total disability related to, or as a consequence of, the original disability, before a period of one year has passed since the employee resumed work, the fifteen (15) day qualification will be waived as it would be considered a reopening of the original claim.
- (b) The Parties hereby agree that, where Sub-clause 22.05(a) applies, the subsequent periods of disability will be treated as continuation of the original LTD claim.
- (c) Where the agreement refers to time limits, (i.e., Sub-clauses 22.02(a) and (b)), all periods spent in receipt of the LTD benefit will be considered applicable when a claim is reopened. However, periods of active employment, rehabilitative employment or qualification periods where there is no LTD benefit or top-up payable will not be included in such accruals.

## 22.06 Long-term Disability Allowance/Offsets and Subrogation

- (a) Upon application, an employee will be paid an allowance of seventy-five percent (75%) of the first (1st) **\$2,555.34** biweekly effective **April 1, 2022** (further effective dates and amounts listed in the table below) and sixty-six and two-thirds percent (66⅔%) of the remainder of the regular salary in effect on the day the employee last worked for the Board, less any time loss benefits received under the *Workers Compensation Act* and benefits received under the Canada Pension Plan.

Effective date	Biweekly salary
<b>April 1, 2023</b>	<b>\$2,695.88 (minimum)</b>
<b>April 1, 2024</b>	<b>\$2,749.80 (minimum)</b>

- (b) The employee must have applied for disability benefits due under the Canada Pension Plan. When CPP disability benefits or WCB time-loss benefits are received for periods coincident with periods during which an LTD allowance was paid, such CPP and WCB benefits will be deducted from the LTD payment.
- (c) The biweekly salary referred to in (a) above is subject to the same general percentage increases as applied to the salary matrix, Schedule "C".
- (d) On 1 April in each year, the disability allowance in effect will be adjusted by a percentage equivalent to the rise in the Consumer Price Index (for Canada) for the immediately preceding twelve (12) month period, provided there has been a general increase in wages and salaries since the date the disability allowance became effective.
- (e) When the total disability is a direct consequence of salaried, contracted or hourly paid employment for other than the Board, and the employee is entitled to other income as a result of the same sickness or injury, and through that other employment, the benefits from this plan will be reduced by one hundred percent (100%) of such other disability income.
- (f) Where an employee is totally disabled from work by reason of sickness or injury and the cause of the sickness or injury is such that an action lies against some person, the Board is subrogated to the rights of the employee to recover lost wages in the action to the extent that payments are made to the employee under Sub-clause 22.06(a), except that the employee will be entitled to recover through such action the difference between payments made by the Board and one hundred percent (100%) of the wages lost. However, the employee will be entitled to such portion of the damages in the nature of wage loss recovered in an action as will reimburse the employee for sick leave entitlement utilized as a result of the sickness or injury.

## 22.07 Other Benefits

During the period of allowance the Board will maintain coverage of MSP, Pacific Blue Cross, group **life insurance, accidental death and dismemberment insurance,** and dental insurance subject to the employee paying the usual share of costs borne by

employees. An employee who relocates to another province or territory and is required to pay the cost for the equivalent of MSP coverage can submit an expense claim for reimbursement up to a maximum of the premium cost of MSP.

#### 22.08 Duration of Allowance

The long-term disability allowance will continue so long as the employee remains totally disabled and will cease when the employee dies, reaches sixty-five (65) years of age, recovers or engages in salaried, contracted or hourly paid employment, whichever occurs first.

#### 22.09 Medical Treatment

- (a) The employee must be under the regular and personal care of a legally qualified doctor of medicine. The employee must follow any prescribed treatment program.
- (b) The employee must submit to regular examinations by a physician designated by the Board, at Board cost.

#### 22.10 Seniority/Employment Status

- (a) No employee will suffer a loss of any entitlement earned under the terms of this Collective Agreement prior to the commencement of a long-term disability allowance solely because of having qualified to receive such allowance.
- (b) Those in receipt of long-term disability allowance continue to be considered employees for as long as they continue to receive such allowance.
- (c) The employee will continue to accumulate seniority for all periods during which they are in receipt of long-term disability benefits.
- (d) Wage-based benefits such as increments, severance, vacation entitlement and termination allowance will accumulate only for the first twenty-six (26) weeks that an employee is in receipt of long-term disability allowance.
- (e) The entitlements in Sub-clauses 22.10(c) and (d) will apply only if, and when, the employee returns to active employment with the Board for a period of not less than one (1) calendar month. The benefits of this provision may not be claimed more than once in any five (5) year period.
- (f) For all other periods during which an employee is in receipt of long-term disability allowance the employee will be considered as having a status equivalent to leave of absence without pay.

#### 22.11 Right to Position

*See also LOU B14 — LTD and Redundancy — Article 70*

The employee in receipt of long-term disability benefits has the right to return to their position until such time as the Board confirms, through formal adjudication, that the employee is unlikely to ever return to their pre-disability position, or twenty-four (24) months, whichever comes first. The Board will have authority to assign the employee, should the employee recover from disability, to any position the Rehabilitation



Committee deems to be within the employee's competence, pursuant to the salary provisions of Sub-clause 22.13(c). Where applicable Article 54 will apply.

## 22.12 Dispute Resolution

*See also LOU B31 – Clause 22.12 – Dispute Resolution*

For the period **April 1, 2022** to March 31, **2025**, this Article is superseded by LOU B31 – Clause 22.12 – Dispute Resolution.

- (a) The Review Committee will be composed of three medical doctors; one designated by the Board, one designated by the Union, and a third selected by the designates of the Board and the Union. No doctor will be selected who has treated the employee or has acted as a consultant in the treatment of the employee. The Parties may agree to use a third party provider to make these arrangements.
  - (i) The majority decision of this Review Committee will be binding upon all concerned. Where there is not a majority decision on the part of any Review Committee, a new committee will be established by the Board and the Union in accordance with the procedures of this Clause.
  - (ii) The Parties will bear the expenses of their own designate and will equally share the expenses of the third doctor selected.
- (b) Where a question arises between the Parties to this Agreement as to whether or not an employee is totally disabled, that question will be referred to a Review Committee within thirty (30) calendar days of allowance being denied by the Board. The Review Committee will examine the employee and subsequently render a decision within sixty (60) calendar days as to whether or not the employee is totally disabled within the meaning of Clause 22.02.
- (c) Disputes concerning whether an employee's recovery is being delayed because of an unreasonable refusal to follow the prescribed treatment of their physician or specialist, will be referred to a Review Committee established pursuant to Sub-clause 22.12(a).
  - (i) Where the Committee supports the prescribed treatment program and determines that recovery has been delayed as a result of the employee not following the prescribed treatment program, the employee will be paid benefits up to the date of the decision or to the date the Committee determines they would have recovered had they followed the prescribed treatment program, whichever date is later.
  - (ii) Employees who refuse to attend a Review Committee will have their LTD benefits suspended until the employee complies. Benefits during this interval are lost. Benefits will be reinstated from the date compliance is achieved subject to the conditions outlined above.
  - (iii) The Board is entitled to receive copies of any medical records or opinions which exist regarding an employee claiming, or in receipt of this allowance which are relevant in determining the employee's entitlement to allowance. Permission of

the employee to obtain this documentation must be secured; however, employees who refuse permission must recognize the Board may not be able to determine eligibility for allowance. Such information is confidential and is to be confined to the adjudication of entitlement. Where the Board wishes to have existing records or opinions transcribed on a form of their choice, the cost will be borne by the Board.

- (d) During the period pending a decision, an employee will continue to be covered by group life, extended health, dental and medical plans and can elect to continue to receive the LTD allowance. Where the result of the review denies LTD, the Board will be entitled to recover the allowance overpayment. Where the Board may be entitled to recover allowance overpayments pursuant to this Clause, the employee will be required to sign an assignment form in this regard when application is made to the Review Committee.

#### 22.13 Recovery and Rehabilitative Employment

- (a) Notwithstanding Sub-clauses 22.02(a) and (b), whenever an employee receiving long-term disability allowance recovers sufficiently to perform some duties for the Board, and it is medically sound for the employee to do so, the case will be reviewed by a Return to Work Coordinator and the Rehabilitation Committee.
- (b) The Rehabilitation Committee will consist of three (3) members, one (1) appointed by the Board, one (1) appointed by the Union, and a mutually agreed upon chairperson who will be a physician. Only the chairperson will be a physician.
- (c) The Rehabilitation Committee will have the right to assign, and will assign, the employee to rehabilitative employment on a part-time or full-time basis. When an employee is placed in a part-time position, they will be paid for hours worked and will receive Long Term Disability Benefits for the remaining hours.
  - (i) The assignment will be to whatever duties the Rehabilitation Committee deems appropriate and within the employee's capabilities. However, the Rehabilitation Committee will endeavor, where feasible, to return the employee to the same, or a similar position to the one the employee had when the long-term disability first occurred.
  - (ii) The employee will be paid the rate for the position assigned or, if the position assigned is of a lower salary than the employee's regular job, the employee's salary will be administered according to the procedures outlined in Clause 36.08. Where the assignment to work is less than full-time, the salary paid will be proportional to time worked and the long-term disability allowance will be paid for the proportion necessary to complete a regular working day.
  - (iii) An employee will be denied continued LTD benefit coverage if they refuse such assignment, subject to medical review pursuant to Clause 22.12.
- (d) Where an employee returns to work in any rehabilitative capacity on a part-time or full-time basis, this will be considered as "active" employment (i.e., for the period

where salary is paid under this Clause). During all periods of such active employment, the employee will continue to accumulate seniority and all benefits accrued through length of service — prorated where necessary to reflect the relationship to a full-time work schedule.

- (e) Employees working under Sub-clause 22.13(d) will be eligible to participate in the ETO program.

## **ARTICLE 23 — TERMINATION OF EMPLOYMENT AND DISCIPLINE**

### 23.01 Just Cause and Burden of Proof

- (a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form will be imposed on any employee without just and reasonable cause and without receiving beforehand or at the same time a written notice outlining the reasons for the disciplinary measure.
- (b) In any arbitration relating to a disciplinary measure, the burden of proof regarding the existence of just cause rests with the Board. Unless there are circumstances where subsequent factors relevant to the imposition of the original discipline arise, the Board will confine its proof regarding the existence of just cause to the employee's record of employment and the reasons outlined in the notice referred to in (a) above.

### 23.02 Notification of Union

The Board will provide to the Union written documentation, including reasons, no later than forty-eight (48) hours after such written notification has been given to the employee.

### 23.03 Suspension of an Employee During Investigation

- (a) An employee will not be held out of service unnecessarily in connection with an investigation but, when necessary, the time out of service will be with pay.
- (b) If the Board indefinitely suspends an employee with pay while conducting an investigation for any offense, the Board will endeavor either to reinstate the employee pending further investigation or to impose appropriate discipline within ten (10) working days.

### 23.04 Notice of Disciplinary Interview

- (a) The Board must advise an employee and the Union twenty-four (24) hours in advance of a disciplinary interview or disciplinary counselling session and indicate the purpose of the meeting, including whether it involves the employee's personnel file. The Board must remind the employee of their right to have a Union Representative accompany them.
- (b) An employee is entitled to all statements or evidence relied upon by the Board as a result of the investigation. An employee will be given an opportunity to offer comment or rebuttal.

### 23.05 Record of Discipline

No disciplinary report or document relating to an employee's conduct or performance will be placed on the employee's personnel file or constitute a part thereof unless a copy of said report or document is provided to the employee within ten (10) working days of the date the Board has sufficient evidence to allege that an employee has committed an offense.

### 23.06 Inability

- (a) The Board may remove an employee from a position and/or release an employee from employment for failing to maintain satisfactory work performance, but the Board will not exercise this right until:
  - (i) the employee has been given a warning in writing setting forth the reasons that an alternate placement and/or release is being contemplated, and a copy of this notice will be provided to the Union within forty-eight (48) hours; and
  - (ii) a reasonable effort has been made by the Board to enable the employee to improve their work performance.
- (b) Unless there is a medical or psychological reason for an employee's inability, a reasonable effort to enable the employee to improve their work performance will include a manager and the employee working together, for a period of not less than three (3) months and not more than four (4) months in an endeavor to raise the employee's performance to an acceptable level of competency. A reasonable effort under any circumstances may include formal retraining, the reasonable accommodation of a physical or mental disability, assistance from senior departmental personnel, and sponsorship on courses related to areas of perceived problems.
- (c) An employee will be apprised of their progress during the aforementioned minimum three (3) month period or four (4) month period at intervals of not less than one (1) month.
- (d) Where an employee's performance fails to improve to an acceptable level by the end of the above three (3) month period or four (4) month period, the Board will make a reasonable effort to place the employee in a job more suited to the employee's aptitude, skills, and abilities. Such reasonable effort may include aptitude, skill and ability testing and/or a trial period in an alternate position.
- (e) An employee placed in an alternate position under this Clause will assume the pay group assigned to such position without a change in step. Prior to assuming the alternate position, the employee may elect, instead, to take a voluntary release with pay in lieu of notice pursuant to Clause 23.08.

### 23.07 Release Due to Inability

- (a) An employee unable to maintain satisfactory work performance after a reasonable effort has been made by the Board to enable the employee to improve their work performance may be released in the event there is no alternate position for the

employee and the employee is not on Sick Leave, Long-term Disability Plan or WCB wage-loss benefits.

- (b) When the Board intends to release an employee for inability it will notify the employee pursuant to Clause 23.08 below and a copy of this notice will be provided to the Union within forty-eight (48) hours.

#### 23.08 Notice of Release Due to Inability

Release by the Board under Clause 23.07 will be by notice, or pay in lieu of notice, as follows:

- (a) where the employee has three (3) months', or less, service with the Board, a notice period of not less than five (5) working days;
- (b) where the employee has more than three (3) months' service with the Board, a notice period of thirty (30) working days;
- (c) where the employee has more than five (5) years' service with the Board an additional five (5) working days' notice for each year of service completed after five (5) years.

### **ARTICLE 24 — RELOCATION**

*See also LOU B12 — Definition of Incumbency*

24.01 No employee will be relocated against their will:

- (a) more than once in any five (5) year period; or
- (b) to any work location more than forty (40) kilometres (radius) from their present work location.

24.02 When the Board decides to relocate positions from one work location to another, the following principles will apply:

- (a) Employees at the old work location will be offered the positions and will be appointed to the new work location by classification and in order of seniority.
- (b) Employees who may be relocated pursuant to Clause 24.01 will be appointed to the new work location, by classification and in reverse order of seniority.
- (c) If redundant positions continue to exist at the old work location, such redundancies will be dealt with through Article 70.
- (d) Employees who move under this Article are entitled to the appropriate provisions under Article 54. These moves will be considered lateral transfers for the purposes of Article 54.

24.03 Once relocated, the employees and their positions are permanently assigned to the new work location.

24.04 An employee who is moving from one work location to another as the result of a voluntary relocation which is more than forty (40) kilometres distant (radius) from their

present work location will be given a sixty (60) calendar day period to report. This requirement may be waived by the written consent of the employee.

24.05

(a) Where an employee is requested by the Board and agrees to report before the expiration of the sixty (60) day period the Board will provide expenses for the employee, pursuant to Article 52, between the reporting date and the expiration of the aforementioned sixty (60) calendar days.

(b) Where the employee requests to report before the expiration of the sixty (60) calendar day period and the manager agrees, written confirmation of the start date will be provided. No expenses will be paid between the reporting date and the expiration of the aforementioned sixty (60) day period.

24.06 The provisions of this Article are not applicable to employees who are temporarily assigned to relieve in another work location.

24.07 The radii in this Article are measured from the Board building and/or facility in which an affected employee's work station is located. The distance from that location to the Board building and/or facility where the employee's new work station will be located will determine whether or not the radius is greater or less than a radius of forty (40) kilometres.

## **ARTICLE 25 — PROBATIONARY PERIODS**

25.01 (a) For pay groups 1 to 7, all new employees will be considered as probationary for a period of four (4) calendar months.

(b) For pay groups 8 and up, all new employees will be considered as probationary for a period of six (6) calendar months. **For employees hired after the date of ratification, where management meets with a probationary employee one (1) time or more, with a Union Representative present, prior to the expiry of the six (6) calendar month period to express their concerns that the employee may not be suitable for employment, the Board may extend the employee's probationary period by up to two (2) further calendar months for a maximum probationary period of eight (8) calendar months.**

(c) Where formal training is fifteen (15) weeks or more for a classification, all new employees in that classification will be considered probationary for a period of eight (8) calendar months. **For employees hired after the date of ratification, where management meets with a probationary employee one (1) time or more, with a Union Representative present, prior to the expiry of the eight (8) calendar month period to express their concerns that the employee may not be suitable for employment, the Board may extend the employee's probationary period by up to three (3) further calendar months for a maximum probationary period of eleven (11) calendar months.**

**(d) Where the Board intends to extend a probationary period as contemplated in Sub-clauses 25.01(b) and (c), they will notify the Union Office prior to the expiration of the original probationary period, ie. prior to the six (6) month mark where Sub-clause 25.01(b) is applicable and prior to the eight (8) month mark where Sub-clause 25.01(c) is applicable.**

25.02 The purpose of the probationary period will be to determine the employee's suitability for employment with the Board. Probationary employees found to be unsuitable for employment with the Board will be released from employment and deemed to have been terminated due to a shortage of suitable employment.

25.03 A probationary employee will not accrue permanent seniority until the successful completion of four (4) calendar months, at which time they will be credited with seniority from their date of hire.

25.04 Probationary periods for temporary and part-time employees are as follows:

Pay groups 1 to 7 — six hundred (600) hours

Pay groups 8 and above — nine hundred (900) hours, **unless the probationary period is extended to one thousand two hundred (1,200) hours as per Sub-clauses 25.01(b) and (d) above**

Pay groups with fifteen (15) weeks or more formal training — twelve hundred (1,200) hours, **unless the probationary period is extended to one thousand six hundred fifty (1,650) hours as per Sub-clauses 25.01(c) and (d) above**

Such probationary hours may be comprised of hours of work as a part-time, full-time, temporary and/or permanent employee.

25.05 No employee will serve more than one probationary period.

25.06 For the purpose of this Article, classroom training and a practicum will be considered formal training.

## **ARTICLE 26 — HOURS OF WORK AND OVERTIME**

26.01 "A" Type Employees

Employees working under direct supervision and who do not organize their own work schedules are "A" type employees, subject to the following provisions:

(a) Straight-time

(i) The work day will be seven and one-quarter (7¼) hours per day inclusive of two paid fifteen (15) minute breaks and exclusive of a forty-five (45) minute unpaid lunch break.

(ii) The work day will be scheduled between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday, and including the core hours of 9:30 a.m. to 3:00 p.m., or as set out in special letters of understanding.

- (iii) Lunch and break periods will be assigned by the director concerned, or a delegate of the director.
- (iv) Although the usual lunch break for "A" type employees is forty-five (45) minutes in duration, longer and shorter lunch breaks may be scheduled, subject to operational requirements. Lunch breaks will not be shorter than thirty (30) minutes.
- (v) Sub-clause 26.01(b) will apply to the duration of lunch breaks.

(b) Work Schedules

- (i) Work schedules including starting and finishing times will be determined at the local level through consultation between the manager and the employees within each department to meet operational needs and permit flexibility and the individual preferences of the employees.
- (ii) Work schedules may be changed by mutual agreement of the manager and the employee.
- (iii) Work schedules may be changed unilaterally by the manager provided a minimum of twenty (20) working days' notice is provided.
- (iv) Schedule changes will be made in reverse order of seniority.

(c) Overtime

- (i) Overtime is defined as work performed by an employee and required by a manager beyond the number of hours and minutes in the work day (including time worked under Clause 26.11) and work performed on a Saturday or Sunday or ETO.
- (ii) Daily overtime will be compensated, where it exceeds fifteen (15) minutes, at the rate of time and one-half for the first two (2) hours and double time thereafter and where overtime is scheduled for more than one and one-half (1½) hours, a paid break period of one-half (½) hour may be taken.
- (iii) Overtime worked on a Saturday will be compensated at time and one-half for the first two (2) hours and double time thereafter and when overtime is scheduled for more than four (4) hours, a one-half (½) hour break may be taken.
- (iv) Overtime worked on a Sunday will be compensated at double time for the actual number of hours worked and where overtime is scheduled for more than four (4) hours, a one-half (½) hour paid break period may be taken.



(d) Compensatory Time Off

- (i) An employee may request that overtime be compensated through the granting of equivalent time off, calculated at the appropriate overtime rate, subject to the approval of a director or the delegate of a director.
- (ii) When approved, such time off is to be scheduled for a time mutually agreed to by the director or delegate and the employee.
- (iii) When this is not possible, the employee will be paid for such overtime at the appropriate rates. Compensatory time off will be paid out after December 31 of each year.
- (iv) Notwithstanding the above, compensatory time off will be paid out prior to the employee changing positions.

26.02 "B" Type Employees

*See also LOU B11 — Legal Officer and Articling Student Inclusion*

Employees not working under direct supervision and who organize their own work schedules within the normal work week are "B" type employees.

(a) Straight-time

- (i) The normal work week will consist of thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week scheduled within five (5) consecutive working days, Monday to Friday inclusive.
- (ii) Each working day, employees are entitled to a paid fifteen (15) minute break each morning and afternoon and an unpaid lunch period.

(b) Work Schedules

In scheduling their own work such employees will ensure that the primary consideration is the effective and efficient performance of their duties.

(c) Overtime

- (i) Overtime is defined as work performed by an employee and required by a manager beyond the number of hours and minutes in a work week (including time worked under Clause 26.11), or on a Saturday or Sunday or ETO.
- (ii) Overtime will be compensated at the rate of time and one-half for the first two (2) hours worked per week and double-time thereafter.
- (iii) Overtime worked on a Saturday will be compensated at time and one-half for the first two (2) hours and double time thereafter and when overtime is scheduled for more than four (4) hours, a one-half ( $\frac{1}{2}$ ) hour break may be taken.
- (iv) Overtime worked on a Sunday will be compensated at double time for the actual number of hours worked and where overtime is scheduled for more than four (4) hours, a one-half ( $\frac{1}{2}$ ) hour paid break period may be taken.

(d) Compensatory Time Off

- (i) An employee may request that overtime be compensated through the granting of equivalent time off, calculated at the appropriate overtime rate, subject to the approval of a director or the delegate of a director.
- (ii) When approved, such time off is to be scheduled for a time mutually agreed to by the director or delegate and the employee.
- (iii) When this is not possible, the employee will be paid for such overtime at the appropriate rates. Compensatory time off will be paid out after December 31 of each year.
- (iv) Notwithstanding the above, compensatory time off will be paid out prior to the employee changing positions.

26.03 "S" Type Employees

*See also LOU B13 — "S" Type Employees*

*See also LOU B25 — Article 26 — Extended Work Day/Compressed Work Week — Prevention*

Shift employees who work under direct supervision and who do not organize their own work schedules are "S" type employees subject to the following provisions:

(a) Straight-time

- (i) The normal work week will consist of five (5) consecutive working days followed by two (2) consecutive days of rest in a period of seven (7) calendar days.
- (ii) The normal work day will consist of seven and one-quarter (7¼) hours.
- (iii) Each working day, employees are entitled to an unpaid lunch break and two (2) paid fifteen (15) minute breaks. Lunch and break periods will be assigned by the director concerned or their delegate.
- (iv) Although the usual lunch break for "S" type employees is forty-five (45) minutes in duration, longer and shorter lunch breaks may be scheduled, subject to operational requirements. Lunch breaks will not be shorter than thirty (30) minutes.

(b) Work Schedules

- (i) Work schedules may be changed unilaterally by the manager provided a minimum of twenty (20) working days' notice is provided.
- (ii) Where rotating shifts are required involving a twenty-four (24) hour work day, or a seven (7) day work week, the method of scheduling of the work pattern will be established following consultation between the Parties.
- (iii) Where it does not result in additional cost to the Board, shift employees will be allowed to trade shifts with one another provided at least forty-eight (48) hours advance notice is given in writing to their immediate manager.

- (iv) Notwithstanding Sub-clauses 26.03(a)(i) and (b) (ii), no more than fourteen percent (14%) of the total number of permanent employees will be designated as "S" type at any one time during the term of this Collective Agreement.
- (v) If the fourteen percent (14%) cap is reached during the term of the agreement and the Employer has operational reasons to need additional "S" type positions, the Parties will meet in good faith and endeavour to reach an agreement on additional positions beyond the cap not to exceed a maximum of seventeen percent (17%). The CEU will not withhold agreement on additional "S" type positions where the Board has a bona fide operational requirement.

(c) Overtime

- (i) Overtime is defined as work performed by an employee and required by a manager beyond the number of hours and minutes in the work day (including time worked under Clause 26.11) or work performed on a first (1st) or second (2nd) rest day or ETO.
- (ii) Daily overtime will be compensated, where it exceeds fifteen (15) minutes, at the rate of time and one-half for the first two (2) hours and double time thereafter and where overtime is scheduled for more than one and one-half (1½) hours, a paid break period of one-half (½) hour may be taken.
- (iii) Overtime worked on the first rest day for shift employees will be compensated at time and one-half for the first two (2) hours and double time thereafter and when overtime is scheduled for more than four (4) hours, a one-half (½) hour break may be taken.
- (iv) Overtime worked on the second rest day for shift employees will be compensated at double time for the actual number of hours worked and where overtime is scheduled for more than four (4) hours, a one-half (½) hour paid break period may be taken.

(d) Compensatory Time Off

- (i) An employee may request that overtime be compensated through the granting of equivalent time off, calculated at the appropriate overtime rate, subject to the approval of the director concerned or their delegate.
- (ii) When approved, such time off is to be scheduled for a time mutually agreed to by the director or delegate and the employee.
- (iii) When this is not possible, the employee will be paid for such overtime at the appropriate rates. Compensatory time off will be paid out after December 31 of each year.
- (iv) Notwithstanding the above, compensatory time off will be paid out prior to the employee changing positions.

#### 26.04 Call-outs

- (a) Where an employee who is not on duty is called out to work and is required to leave their residence, and where the remuneration otherwise payable as a result of the call-out would amount to less than four hours' pay at regular, straight-time rates, the employee will receive four (4) hours' pay at regular straight-time rates. If an employee leaves home when not necessary, the minimum payment under this Sub-clause will not be paid.
- (b) Where an employee is called out to work, the employee will, if authorized to use their own vehicle on Board business, be reimbursed mileage expenses as per Sub-clause 48.01(e) or (f), and time spent travelling directly to and from work will be regarded as time worked.
- (c) Any phone or other communication at home which is trivial in nature, i.e., five (5) minutes or less, will not be paid; however, where an employee receives four (4) or more trivial phone or other communications between midnight and the start of the next scheduled shift (or work day in the case of "B" type employees), they will receive sixty (60) minutes' pay at the applicable overtime rate.
- (d) Any call-out work which is performed at home that is not trivial in nature, i.e., more than five (5) minutes in one (1) calendar day, will be totaled.
- (e) If the total minutes worked in (d) above is sixty (60) minutes or less, the employee will round the minutes up to the nearest fifteen (15) minute increment and submit for payment at the applicable overtime rates.
- (f) If the total minutes worked in (d) above is more than sixty (60) minutes, the employee will round up to the nearest fifteen (15) minute increment and submit for payment at the applicable overtime rates, and where the remuneration otherwise payable as a result of the call-out amounts to less than four (4) hours' pay at regular straight-time rates, the employee will receive four (4) hours' pay at regular straight-time rates.

#### 26.05 Urgent Calls

- (a)** Occupational Safety Officers, Occupational Hygiene Officers, Engineers, Investigations Officers, or those responsible for arranging emergency support and services will respond at any time whether on or off duty to any urgent call relating to an accident or hazardous condition or the transportation of an injured worker.
- (b) Employees in the Innovation & Technology Division responsible for supporting critical infrastructure and critical infrastructure applications will respond at any time whether on or off duty to any urgent call relating to a major technical issue affecting Board operations.**

#### 26.06 Minimum Rest Period

- (a) "A" and "S" type employees called out to work (excluding employees who receive pay pursuant to Clause 26.04(c)) will receive a minimum of eight (8) hours of unscheduled time off between the end of their call-out and the beginning of their next

scheduled shift. Where the minimum eight (8) hour rest period overlaps with the beginning of the employee's next scheduled shift, the overlapping time will be included as work time for the purpose of calculating the paid work for the next day.

- (b) "B" type employees called out to work (excluding employees who receive pay pursuant to Clause 26.04(c)) will receive a minimum of eight (8) hours of unscheduled time off between the end of their call-out and the beginning of their next work day. Where the minimum eight (8) hour rest period overlaps with the beginning of the employee's next work day, the overlapping time will be included as work time for the purpose of calculating the thirty-six and one-quarter (36.25) hour work week.
- (c) Notwithstanding (a) and (b) above, the following will apply if the call-out originates more than three (3) hours prior to the start of the employee's next scheduled shift (or work day in the case of "B" type employees):
  - (i) The employee will return home following completion of the call-out. The employee will then return to work their regular shift (or portion thereof) after eight (8) hours' rest has elapsed.
  - (ii) An employee who is required to work during the eight (8) hour rest period will be paid at applicable overtime rates for those hours that overlap with the rest period. Employees will only be required to work during a rest period for urgent operational reasons or compliance requirements.
- (d) Notwithstanding (a) and (b) above, the following will apply if the call-out originates three (3) hours or less prior to the start of the employee's next scheduled shift (or work day in the case of "B" type employees):
  - (i) The employee will be paid at applicable overtime rates from the time of the call-out to the start of their next scheduled shift.
  - (ii) The employee will then work their regularly scheduled shift less the actual hours worked on call-out. The employee will be paid at straight time for the entire regularly scheduled shift.
  - (iii) If the employee is required to continue working beyond the end time in (ii) above for urgent operational reasons or compliance requirements, the employee will be paid at applicable overtime rates.

#### 26.07 Alternate Hours of Work

Notwithstanding anything herein contained the Parties may by mutual agreement introduce variable hours of work or other changes as agreed by a joint memorandum.

#### 26.08 Overtime is Voluntary

The undertaking of overtime is at the option of each employee, subject to the provisions of Clause 26.05 or "peak-load" situations. "Peak-load" means a period of exceptional workload not exceeding seven (7) consecutive working days per year for any employee.

## 26.09 Change of Status

Employees will not be converted from one type in this Article to another type in this Article except by the operation of Articles 15, 17, and LOUs B13 and B19.

## 26.10 Public Transportation

Employees will be allowed one-half (½) hour paid time on departure and on arrival in order to compensate them for the time required to get to and from public transportation terminals when assigned to duties at locations away from the employee's usual work location.

## 26.11 Earned Time Off

Earned Time Off (ETO) is an arrangement where permanent employees can choose to work additional scheduled time in order to earn time off within their work schedules.

- (a) Employees work straight time hours as outlined in Sub-clauses 26.01(a), 26.02(a) and 26.03(a).
- (b) Notwithstanding (a), by mutual agreement of the manager and employee, B-type employees may schedule and work their hours over two (2) weeks, including weekends, subject to operational requirements.
- (c) In order to participate in the ETO program, employees must work an additional twenty-five (25) minutes per work day.
- (d) ETO will be banked on a quarterly basis to be used in the following quarter. Where an employee has made a reasonable attempt to schedule ETO and for operational reasons is unable to take such time, it will either be paid out at straight time or carried over. If carried over, it must be used in the next quarter or it will be paid out at straight time.
- (e) Where an employee does not make a reasonable attempt to schedule ETO, the time will be paid out at the end of the quarter in 7.25 hour and 3.62 hour increments. Any amount remaining which is less than 3.62 hours after such payout will be carried forward to the next quarter.
- (f) The ETO arrangement is client service oriented and is based on the understanding that in all cases operational requirements must be met. It is intended to be flexible to meet the overall needs of the organization, its clients, and employees. However, it is agreed that different arrangements may be required in different departments or work areas. Therefore, scheduling arrangements will be approved and established at the local level, subject to operational requirements.
- (g) ETO will only be scheduled and used in 7.25 hour, 5.43 hour, 3.62 hour or 1.81 hour blocks of time.
- (h) ETO is only earned and banked on days actually worked. The only exception is Statutory Holidays. Employees will be credited with 23.56 hours per quarter in ETO. All leaves or absences, except vacation, statutory holidays, union paid union leave and ETO, will result in a corresponding deduction from that amount.

- (i) An employee leaving the Board will be paid out for any ETO in their bank.
- (j) ETO taken may not be retroactively converted to other forms of leave.
- (k) ETO will be prorated on the basis of hours for permanent part-time employees and job shares, pursuant to Clause 20.13.
- (l) Employees will use this banked time for personal needs, including medical/dental appointments, personal business and moving household, if necessary.

#### 26.12 Opting Out of the Earned Time Off Arrangement

The ETO program is voluntary. Employees will be considered to be participating unless they advise their managers otherwise in writing prior to December 1 of the preceding year.

#### 26.13 Work Schedule Disputes

In the event of a dispute arising in establishing a schedule which cannot be resolved, the Union may pursue the matter through the grievance procedure per Article 68.

### **ARTICLE 27 – PAY PROCEDURE**

27.01 Employees will be paid by electronic deposit (less necessary deductions) every two (2) weeks and on each pay day the Board will provide employees with a statement indicating the pay period, and all deductions made from the gross earnings. Employees who terminate on dates other than on established pay dates will not receive pay cheques on the day of severance, but will receive such cheques at the next pay period distribution or within six (6) working days of the date of termination, whichever is earlier.

27.02 In the event an employee receives an overpayment or is required to repay the Board monies owing for any reason, a notice specifying in writing the amount owing, the reason(s) it occurred and the details of the calculations used to arrive at the amount will be provided. The employee will have the right to repay such amounts in the same manner and over the same period of time involved in receipt of the monies, or, in a lump sum, or, in some mutually agreeable combination thereof. In the event the employee grieves the notice of recovery, no further action will take place until the grievance is resolved.

27.03 If an employee terminates their employment prior to repayment in full, the Board will deduct any outstanding balance from the employee's final pay cheque. The employee will have the right to grieve this deduction where, for example, the employee disputes an outstanding balance was owed and/or the amount of any outstanding balance.

### **ARTICLE 28 – PERSONNEL FILES**

28.01 Each employee and with their prior written consent, their Shop Steward, CEU Executive Member, Business Manager or Agent of the Union, will have access at a pre-arranged time to the employee's personnel file.

- 28.02 Each employee will be advised by their immediate supervisor at the time of any addition or new notation to their file concerning performance and will be provided with a copy of any document, relating to that employee's performance, which is to be placed on the employee's personnel file.
- 28.03 The Board will not use in any grievance procedure, arbitration hearing, or other consideration involving disciplinary measures, any record the existence of which was not made known to the employee concerned.
- 28.04 For all purposes connected with this Collective Agreement, the file in the **People and Culture Division** will constitute the only record pertaining to an employee and no other written evidence will be admissible for disciplinary or other measures taken against an employee.
- 28.05 Subject to the provisions of Clause 28.01 the personnel record may not be revealed to anyone without the express written consent of the employee except for:
- (a) superiors in direct line of supervision;
  - (b) the employee's departmental director or their assistant; or
  - (c) the equivalent persons in another department into which the employee has requested a transfer or a promotion and is being considered for such a move.
- 28.06 Letters of reference, referral, or approval to persons outside the Workers' Compensation Board will be given to the employee concerned for transmission by them or otherwise, as they may decide.
- 28.07 The **People and Culture Division** may confirm information relating to the employee's status with the Board, e.g., length of service, job title, and duties and salary.
- No other information will be given unless requested in writing and then it will be referred to a **People and Culture Manager or Director** who will reply in writing, giving the reply to the employee concerned to be handled as in Clause 28.06.
- 28.08 In the event a police officer, acting in the course of their duties, requests information beyond the scope of this Article, the inquiry will be directed to the Freedom of Information Office and/or the Legal Services Department.
- 28.09 In an emergency situation, appropriate information may be disclosed with the approval of the **People and Culture** Director.
- 28.10 Any adverse document, including an attendance letter, which has been placed on the personnel file, other than an Employee Performance Appraisal, will be removed from the personnel file after the expiration of two (2) years from the date it was issued provided there has not been a further infraction relating to the same matter.
- 28.11 Matters relating to an unresolved grievance will not be placed in a personnel file until the grievance has been officially resolved.



**ARTICLE 29 – MEAL ALLOWANCES**

Any employee required by the Board to work ten and one-quarter (10¼) hours without a break of at least two (2) hours exclusive of lunch break, will be paid a meal allowance equivalent to the dinner value in Article 52 providing the employee is not receiving another meal allowance pursuant to this Collective Agreement. A further meal allowance will be provided on completion of each additional four (4) hours worked. The paid break periods in Sub-clauses 26.01(c), 26.02(c), and 26.03(c) are included in the calculation of the foregoing ten and one-quarter (10¼) hour and four (4) hour work periods.

**ARTICLE 30 – STANDBY**

30.01 Standby means the time period specified by the employer during which an off duty employee is required to be available for work. Employees so designated will be paid a standby rate of:

- (a) \$60 per work day;
- (b) \$65 per rest day; or
- (c) \$65 per statutory holiday.

These rates are paid per day or portion of a day over and above regular salary and benefits. Employees called out to work will be paid the applicable overtime rate pursuant to Articles 26 and 31.

30.02 An employee designated for standby will be available during the period of standby at a known telephone number.

30.03 Qualified employees may voluntarily sign up for the standby duty roster and the time on standby will be equitably distributed.

30.04 Should any roster times remain uncovered, then the employer will assign qualified employees in reverse order of seniority. If for some reason an employee is unable to do the assigned standby duty, they will meet with their manager to discuss further options.

30.05 Employees will not be required to standby on two (2) consecutive blocks of scheduled rest days or two (2) consecutive paid holidays except by mutual agreement unless there is no one else available and qualified to do the work or in emergency situations.

**ARTICLE 31 – PUBLIC HOLIDAYS**

31.01 All employees will be entitled to a holiday with pay on the following **thirteen (13)** public holidays, namely:

- |                |                      |
|----------------|----------------------|
| New Year’s Day | British Columbia Day |
| Family Day     | Labour Day           |
| Good Friday    | Thanksgiving Day     |
| Easter Monday  | Remembrance Day      |

Victoria Day

Christmas Day

Canada Day

Boxing Day

**Day for Truth and Reconciliation**

- 31.02 In addition to the aforementioned holidays, all employees will also be entitled to a holiday with pay on any other day proclaimed as a holiday by the Government of Canada, or the Government of British Columbia, and any other day appointed or proclaimed by the local Municipal Council for the locality in which an employee is working.
- 31.03 Whenever one of the aforementioned holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of British Columbia or either of them, proclaim that such holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed will be substituted for such holiday, but if there is no such proclamation by either Government three (3) months in advance of the holiday or if they proclaim different days for the observance of such holiday, then the Board will designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such holiday or the preceding or following regular work day if the holiday falls on a day other than a regular work day.
- 31.04 In order to be entitled to a public holiday with pay, an employee must have been at work on their working day immediately following such holiday, except where the employee's absence was due to sick leave, annual vacation or an approved leave of absence with pay or an approved leave of absence without pay of ten (10) working days.
- 31.05 A salaried employee who is directed to work on a holiday will be compensated by receiving, in addition to regular salary, payment for the hours worked on the holiday at a rate calculated on the basis of the employee's salary and they will be given equivalent time off with pay at a mutually convenient time.
- 31.06 Non-shift Workers
- An employee not on salary and not normally required to work shifts who is directed to work on a holiday will be compensated at double time for the hours worked and will be given equivalent time off with pay at some mutually convenient time.
- 31.07 Shift Workers
- (a) Any employee normally required to work shifts who is directed to work on a holiday will, in addition to their regular pay be paid double time for the hours worked or in lieu of such double pay and with their consent and with the consent of the Union, be given a holiday with pay at some mutually convenient time within a subsequent thirteen (13) week period.
- (b) An employee normally required to work shifts whose normal day off falls on a public holiday will be granted a holiday with pay which may be taken within a subsequent thirteen (13) week period.

(c) With respect to (a) and (b) above, the employee may only schedule one such earned day off at any one time except that for the Christmas/Boxing Day and Good Friday/Easter Monday holidays, days earned together may be taken off together.

31.08 The Board will take reasonable steps to accommodate employees' requests to observe religious obligations on days other than those listed above.

## **ARTICLE 32 – VACATIONS**

32.01 Where practical an employee, upon request, will receive their vacation in an unbroken period. Vacations are to be taken during the vacation period in which they are earned except where the Board and the employee agree to other arrangements.

32.02 Where practical an employee, upon request, will receive at least seventy-five percent (75%) of vacation entitlement between the first of May and the first of October. The Parties agree that Clause 32.02 takes precedence over Clause 32.01.

32.03 Seniority lists and vacation entitlements for the coming year will be posted in departments no later than 1 December in each year. Seniority will prevail in the selection of vacation periods however, where an employee chooses a split vacation, the employee's second choice of vacation time will only be made after all other employees affected have made their initial selection or three weeks following the posting of the above-mentioned lists, whichever occurs first. Any employee who does not notify the Board of a preference within three (3) weeks of the posting of these lists will lose seniority right for that year. In scheduling, regular vacations will have priority over leave of absence. Where an employee has indicated a preferred vacation period by 15 January, approval, or non approval, will be provided by 15 February. Once confirmed, vacations may only be changed by mutual agreement between the Board and the employee.

## **ARTICLE 33 – VACATION ENTITLEMENT**

33.01 During the first calendar year of service an employee will earn vacation entitlement of one and one-half (1½) working days' vacation for each full month of service prior to 31 December in that year, to a maximum of fifteen (15) working days. An employee who commences employment prior to the middle of the month will be given credit for that month. Subject to approval of a director, scheduling of this vacation time may occur during the year in which it is earned.

33.02 In subsequent calendar years employees will earn vacation entitlement on the basis of completed years of service prior to 31 December in the year of entitlement, according to the following formula:

<i>Completed Year of Service</i>	<i>Vacation Entitlement</i>
One (1) or more years	Fifteen (15) working days
Five (5) years	Twenty (20) working days

Six (6) years	Twenty-one (21) working days
Seven (7) years	Twenty-two (22) working days
Eight (8) years	Twenty-three (23) working days
Nine (9) years	Twenty-four (24) working days
Ten (10) or more years	Twenty-five (25) working days
Fifteen (15) or more years	Thirty (30) working days
Twenty (20) or more years	Thirty-five (35) working days

Supplementary Vacation Benefit

(a) Twenty-five years:

In the calendar year in which the employee completes twenty-five (25) years of service, the employee will be entitled to an additional vacation benefit in the amount of five (5) working days which may be taken as vacation in the years up to and including the twenty-ninth (29th) year.

(b) Thirty years:

In the calendar year in which the employee completes thirty (30) years of service, the employee will be entitled to an additional vacation benefit in the amount of five (5) working days which may be taken as vacation in the years up to leaving the employ of the Board.

33.03

- (a) Where a paid holiday falls or is observed during an employee's vacation period they will be granted an additional day's vacation for each holiday that falls in their vacation period.
- (b) Where an employee has qualified for sick leave, funeral leave or any other approved leave with pay during their vacation period there will be no deduction from their vacation entitlement for such leave. The period so displaced will be taken when mutually agreed upon.

33.04 No employee will receive more than one (1) entitlement in any calendar year except as provided for in Clause 33.06.

33.05 Notwithstanding the provisions of Clauses 33.01 and 33.02, any employee may carry forward from one calendar year to the next calendar year a maximum of ten (10) working days of vacation entitlement, except in cases where vacation entitlement in excess of ten (10) working days remains unused as a result of prolonged illness or failure to agree on scheduling pursuant to Sub-clause 33.03(b). Where a single, unbroken vacation period overlaps the end of one calendar year, and the beginning of the next calendar year, no portion of that vacation period will be considered to be carryover.

- 33.06 If an employee does not wish to utilize more than twenty (20) working days' vacation in one calendar year, the employee may elect to receive payment in lieu of vacation in blocks of five (5) working days at the rate of two percent (2%) of annual salary, at the salary rate in effect on the date of payment. This election may be made at any time during the vacation year. The election is to be made by written notice at least thirty (30) calendar days before the date of payment and the date of payment will not be earlier than one (1) week prior to the commencement of the twenty (20) working days' vacation required to be taken. Once such election has been made it cannot subsequently be changed and the employee may not alter the scheduling of the vacation required to be taken.
- 33.07 Where a director or the delegate of a director authorizes that an employee be called back from vacation to perform work for the Board, the employee will receive, in addition to regular salary, payment for the hours worked at a rate calculated on the basis of the employee's regular rate and equivalent time off with pay scheduled by mutual agreement. Call back pursuant to this Clause will be for a minimum of seven and one-quarter (7¼) hours.
- 33.08 Where an employee submits a resignation giving more than thirty (30) calendar days' notice, the employee may utilize accrued vacation entitlement, subject to management approval, but not during the thirty (30) day period that precedes the date of termination. An employee who submits a resignation giving thirty (30) calendar days' notice, or less, will not be eligible to utilize accrued vacation entitlement during the notice period. Unused vacation entitlement, at the date of termination, will be compensated in the form of payout at two percent (2%) of gross earnings since 1 January, per week of entitlement, less any vacation taken. Carryover vacation will be compensated in payout at two percent (2%) of gross earnings for the previous calendar year for each week of carryover. Where an employee, at termination, has received paid vacation in excess of vacation earned, the excess will be deducted from payments to be made to the employee at termination.
- 33.09 If an employee takes an unpaid leave prior to completing their year of entitlement as set out in Clause 33.02, then the entitlement will be prorated on the basis that the employee had completed the year of service.

## **ARTICLE 34 — SICK LEAVE**

*See also LOU B15 — The Return-to-Work Program*

*See also LOU B27 — Pilot for Variation of RTW Program and Rehabilitation Committee Process*

- 34.01 Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick, disabled or quarantined. In the circumstances set out below, the Board may require an employee who is unable to work because of illness or injury to provide a statement providing medical evidence of the employee's inability to work from a qualified medical practitioner of the employee's choice, or the consulting physician to whom the employee is referred by the medical practitioner:

- (a) where it appears that a pattern of consistent or frequent absence from work is developing; or
- (b) where the employee has been absent for more than five (5) consecutive scheduled days of work; or
- (c) where at least thirty (30) calendar days have elapsed since the last statement was obtained and the employee has been on sick leave throughout that period.

Where a charge is levied for a medical certificate the charge will not be the responsibility of the Board.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of sickness.

34.02 Sick leave entitlement is earned at one and one-half (1½) working days for each completed calendar month of service minus any period during which sick leave benefits have been paid. For the purpose of calculating sick leave entitlement, time absent on vacation, earned sick leave, leaves of absence with pay and leaves of absence without pay of ten (10) working days or less, will be included. New employees will be deemed to have completed a calendar month of service if they commence work on the second (2nd) working day of that month. New employees commencing work between the third (3rd) working day and the fifteenth (15th) calendar day of the month will be entitled to three quarters (¾) of a day sick leave in that month. New employees commencing work after the fifteenth (15th) calendar day of a month will accrue no sick leave entitlement in that month.

34.03 Any medical examination required by the Board will be obtained at Board expense.

34.04 **(a)** An employee who has been in the service of the Board for six (6) months or more, and who has exhausted all earned sick leave entitlement, may borrow against future earned sick leave entitlement at one and one-half (1½) working days for each full month of service to a maximum of fifteen (15) working days where the employee is applying for LTD benefits to commence at the end of the borrowed sick leave. Outstanding borrowed sick leave must be repaid from any funds due the employee should an employee leave the service of the Board for any reason.

**(b) A permanent employee who has exhausted their earned sick leave entitlement is eligible to utilize sick leave without pay. For the first ten (10) unpaid working days per calendar year, vacation entitlement, sick leave entitlement and seniority will accrue.**

**(c) Permanent employees who have been off eleven (11) consecutive unpaid working days or more will be required to prepay the full cost if they wish to maintain their MSP, extended health benefits, group life insurance, accidental death and dismemberment insurance, and dental coverage while on the unpaid leave.**

34.05 *See also LOU B4 — WCB Leave Generated Vacancies*

- (a) An employee in receipt of Workers' Compensation time loss benefits will be considered to be on Workers' Compensation leave with pay. In such cases the compensation payable through Workers' Compensation time loss benefits will be remitted to the Board.
- (b) While an employee is on a WCB claim, all benefits of the Collective Agreement will continue to accrue. An employee off work on a WCB claim will receive wages and benefits equal to but not exceeding their normal entitlement had they not suffered a compensable injury. However, paid holiday, vacation credits, and sick leave will not continue to accrue once the claim exceeds twenty-six (26) weeks.

34.06

- (a) An employee who leaves the service of the Board for any reason at all, will receive fifty percent (50%) of accumulated sick leave credits as of 31 March 1984 in cash less any deductions made pursuant to Clause 34.08.
- (b) An employee with rights to sick leave payout entitlement pursuant to this Clause, may on or before 30 September 1989, request to have this entitlement paid in cash. Once such request is made it cannot be subsequently rescinded. For each day of sick leave entitlement paid in cash at fifty percent (50%), the employee will have one (1) day of waiting period extending the date allowance under Clause 22.04(b) would normally become payable, in the event the employee becomes eligible for an allowance.
- (c) An employee who has taken cash payout of sick leave pursuant to this Article will, during the waiting period prior to the time the allowance under Article 22 becomes payable, remain covered by medical, dental, extended health and group life **and accidental death and dismemberment** benefits, and will continue to accumulate seniority, sick leave, and vacation entitlement. Such entitlements will be credited to the employee at the time they are earned. It is understood that statutory holidays falling within this waiting period will not increase the length of this period.

34.07 The cash payout in Clause 34.06 will be the dollar value of the accumulated sick leave credits as of 31 March 1984 increased by the same percentage as the general increases applied to salary matrix, Schedule "C", after 31 March 1984 and up to the time of leaving the service of the Board.

34.08 Sick leave entitlement earned and accumulated after 31 March 1984 will be used before the accumulated sick leave credits in Clause 34.06 are affected. Once sick leave credits accumulated after 31 March 1984 have been exhausted sick leave credits accumulated prior to 31 March 1984 will be used and the cash pay out under Clause 34.06 will be reduced accordingly.

*See also LOU B6 — Article 63 and Frozen Sick Leave*

34.09 In the case of a home-confined illness of a child of an employee, and when no proper arrangements can be made to provide for the care of the ill child, the employee will be entitled, after providing reasonable notice to the employee's supervisor, to use the number of working days necessary to care for the ill child, provided the employee has sick leave entitlement. Such leave will be with pay and will be deducted from the employee's sick leave accumulation.

**An employee is entitled to use a maximum of six (6) days from their current year's sick leave and ten (10) days in any one calendar year for leaves combined under Clause 34.09 and Clause 34.10.**

**34.10 Where no proper arrangements can be made, an employee will be entitled, after providing reasonable notice to the employee's supervisor and provided the employee has sick leave entitlement, to use up to a maximum of one (1) day to provide care and/or assistance to a relative who is:**

**(a) 65 years of age or older; and,**

**(b) the employee's parent, parent-in-law, spouse, sibling, grandparent, grandparent-in-law, or any other relative who lives under the same roof as the employee.**

**Such leave will be with pay and will be deducted from the employee's sick leave accumulation.**

**An employee is entitled to use a maximum of six (6) days from their current year's sick leave and ten (10) days in any one calendar year for leaves combined under Clause 34.09 and Clause 34.10.**

**Assistance under Clause 34.10 includes: transportation to/from medical, dental, paramedical appointments; attendance with the relative at legal, housing, driving, medical, dental, and paramedical meetings/appointments.**

**34.11 An employee will be entitled, after reasonable notice to the employee's supervisor and provided the employee has sick leave entitlement, to use sick bank hours to attend, in-person, virtually, or on the phone, counselling appointments with licensed clinical psychologists, counsellors and therapists with a minimum of masters level degree in a counselling related discipline such as counselling psychology. An employee may use one (1) hour per work day, up to twelve (12) sick bank hours in a calendar year, to attend such counselling appointments.**

## **ARTICLE 35 — LEAVE OF ABSENCE AND SPECIAL ABSENTEEISM**

35.01 Written applications for leave in excess of ten (10) working days under this Article must be submitted at least thirty (30) calendar days in advance of the requested commencement date.



- 35.02 Employees may apply for and where possible will be granted an unpaid leave of absence to a maximum of ten (10) working days during the term of this Collective Agreement. Approval will not be unreasonably withheld.
- 35.03 In addition to the leave provided under Clause 35.02, employees who have completed two (2) consecutive years of service with the Board may apply for, and where practical will be granted a leave of absence without pay for up to one (1) year. Except in exceptional circumstances no further leaves of absence will be granted until the expiry of three (3) further consecutive years of service following return from leave.
- 35.04 Leaves of absence without pay in excess of ten (10) working days will not be granted where an employee has vacation entitlement which could be utilized except that the granting of leaves and vacations to run coterminously is at the discretion of the director. Approval will not be unreasonably withheld.
- 35.05 No leaves of absence without pay will be granted where compensatory time off could be utilized except that compensatory time off and leaves of absence may be scheduled coterminously at the discretion of the director.
- 35.06 Employees who apply for and receive more than ten (10) working days' leave of absence without pay will retain any vacation entitlement, sick leave entitlement and seniority earned as at the date the leave commences but will not continue to accrue such benefits or be entitled to any other benefits. However, they will be allowed to retain MSP, Pacific Blue Cross, group life insurance, **accidental death and dismemberment insurance**, and dental coverage by prepaying the full cost.
- 35.07 Full-time Public Duties
- The Board will grant, on written request, leave of absence without pay:
- (a) for employees to seek election in a Municipal, Provincial, Aboriginal Community Government, or Federal election for a maximum period of ninety (90) calendar days;
  - (b) for employees elected to a public office requiring full- time duties for a maximum period of five (5) years.
- 35.08 Leave to Raise a Family
- If a permanent employee terminates after 1 April 1992 as a result of a decision to raise a dependent child or children, and is re-employed as a permanent employee, upon application they will be credited with the length of service accumulated at the time of termination for the purpose of benefits based on service seniority. The following conditions will apply:
- (a) The employee must have been a permanent employee for at least three (3) continuous years at the time of termination.
  - (b) The resignation must indicate that the reason for termination is to raise a dependent child or children.

- (c) The break in service will be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative for an employer other than the Board. Employees on leave may, with the agreement of the Board and the employee, return to the Board for temporary assignments.
- (d) For purposes of obtaining re-employment, the individual will be considered an in-service applicant and will be credited with the equivalent of one (1) day seniority and will have the right to grieve Articles 15 and 17.

#### 35.09 Leave Without Pay for the Care and Nurturing of Children

- (a) At the request of an employee, leave without pay in one (1) or more periods to a total maximum of five (5) years during an employee's total period of employment at the Board will be provided for the care and nurturing of children.
- (b) The leaves in (a) above may be taken at any time and must be at least ten (10) working days in duration.
- (c) If employees on leave under this Clause wish to maintain their contributor status, they must pay their share of pension and benefit plans.
- (d) Seniority accumulates only during the first three (3) continuous months of each leave under this Clause.

#### 35.10 Self-funded Leave Plan

- (a) Permanent employees may choose to participate in a plan to fund a one (1) year leave of absence from employment through salary deferral.
- (b) Under this Plan, salary for four (4) years will be averaged and paid over a five (5) year period, with leave to be granted during the fifth (5th) year for a period of no more than one (1) year. Leave will be granted at the end of the four (4) year self-funding period.
- (c) Employees who wish to maintain their contributor status must pay their share of pension and benefit plans.
- (d) Seniority accumulates only during the first three (3) continuous months of each leave under this Clause.
- (e) On return from leave, employees will return to their former positions.
- (f) Employees who terminate prior to or during the leave will be paid out their accumulated surpluses in full.
- (g) The Self-funded Leave Plan will be administered by an outside agency and participating employees will bear the cost of such administration.

#### 35.11 Compassionate Care Leave

An employee may request compassionate care leave pursuant to the provisions of the BC Employment Standards Act.

- (a) Seniority **and vacation** will accrue for the duration of the leave.

- (b) Sick leave entitlement will accrue for the first eight (8) weeks of the leave.
- (c) The Board will continue coverage of MSP, extended health benefits, group life **and accidental death and dismemberment** insurance, Superannuation and dental insurance subject to the employee paying the usual share of costs borne by employees.
- (d) The employee must provide the Board with a certificate from a medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The employee must provide the certificate as soon as it is reasonably possible.

### 35.12 Domestic or Sexual Violence

- (a) At the request of the employee, the Board will grant leave with pay in one (1) or more periods, in minimum quarter ( $\frac{1}{4}$ ) day increments, to a maximum of **five (5)** paid days per calendar year to an employee where they, or their child, has experienced or been threatened with domestic or sexual violence. This leave may be taken for the following purposes:
  - (i) To seek medical attention for the employee or their child because of a physical or psychological injury or disability caused by the violence;
  - (ii) To access services from a victim services organization for the employee or their child;
  - (iii) To have psychological or other professional counselling for the employee or their child;
  - (iv) To move temporarily or permanently; and,
  - (v) To seek legal or law enforcement assistance, including making a police report, or preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.
- (b) The Board will not unreasonably withhold additional leave of absence without pay if requested by the employee.
- (c) An employee is not entitled to this leave if the employee committed the domestic or sexual violence.
- (d) For the purposes of this clause, "child" means a child, step-child or foster child who is under nineteen (19) years of age, or a disabled adult child who remains under the legal guardianship/care of the employee.

## **ARTICLE 36 — SALARIES AND WAGES**

36.01 Rates of pay will be as stated in Schedule "C".

*See also LOU B11 — Legal Officer and Articling Student Inclusion*

36.02 Positions will be classified in accordance with Schedule "B" attached, or as amended by job evaluation.

*See also LOU B11 — Legal Officer and Articling Student Inclusion*

- 36.03 Any employee not at maximum of the pay grid is entitled to an increment on the anniversary date of the employee's placement in their present salary grouping. For purposes of this Clause, the increment date will be the anniversary of the date the employee begins to receive the salary for the new classification, including as set out in Sub-clause 36.05(e)(ii). It is understood that demotion or promotion will result in a new increment date, but movement between positions within the same grouping, or reclassifications and renaming of the same job will not result in a change in increment date.
- 36.04 A new employee will normally be paid at Step 1 in the applicable salary grouping.
- 36.05 On being promoted to a position in a higher salary range or in taking a voluntary demotion, the following will pertain (the steps referred to in this Article are the steps referred to in Schedule "C"):
- (a) If, at the time of promotion, an employee is on Step 3 or a lower step in the salary range, the employee will move to the same step in the new salary range.
  - (b) If, at the time of promotion, an employee is at a step above Step 3 in the pay range, the employee will move back one step in the new salary range for each salary group promoted excepting that such retrogression will not place the employee below Step 3 in the new salary range.
  - (c) If the move as noted in (b) above will not result in an increase, the employee will be placed at the next step in the new salary range which will produce this result, but not more than the top of the new salary range which for purposes of this Sub-clause will be read as including the special increment.
  - (d) If an employee's old increment date pursuant to Clause 36.03 would have been within three (3) months of the new increment date, the employee's placement in the new position will be advanced one (1) step prior to the calculation set out in (a) or (b) above, or Clause 36.07 where the demotion is voluntary.  
This would not apply to involuntary demotions and red-circled employees.
  - (e) If an employee being promoted does not take up the new position within one (1) month from the date of being notified of the promotion then:
    - (i) If the delay is for the convenience of the employee, or at their request, they will continue in their current position at the salary for that position;
    - (ii) If the delay is by decision of the Board, the employee will at the expiration of the one (1) month period continue in their current position but will receive the salary rate for the new position.
- 36.06 No change will occur to the salary of an employee who transfers to a position of the same grouping.

36.07 Where an employee moves to a position of a lower grouping as a result of successful application for a posting, or as a result of an involuntary demotion, the salary of the employee will be set at a step, in the new salary grouping, that is the same step as the employee was on in the previous grouping.

36.08 An employee red-circled through procedures for job evaluation or through the provisions of Article 22 will receive no increase in salary until the second general increase to the salary matrix after the date of red-circling. The employee will receive the second salary increase applied to the salary matrix and all subsequent salary increases applied to the salary matrix on the basis of the currently evaluated rate. The adjustment of the employee's red-circling will be effective on the date of the second salary increase applied to the salary matrix and will not be retroactive. For purposes of placement, red-circled employees will be considered to be on the same step of the new salary range that they were in the old salary range, before red-circling. The difference in salary between placement in the salary range and actual salary will be considered to be an allowance. This allowance will be reduced through advancement through the range on the basis of employee performance appraisals. Where an employee is entitled to an increment through the provisions of Article 64 that increment will be added to the value of the allowance, (see Schedule "D" for example).

#### 36.09 Salaries and Wages — Temporary Assignments

- (a) For the purpose of Clause 36.03, "the new classification" also includes an employee's placement in a classification that is a temporary assignment that exceeds or is anticipated to exceed one (1) calendar month of consecutive time. Upon resuming their permanent classification, the employee's increment is based on the anniversary date of the employee's placement in the salary grouping of their permanent classification.
- (b) Sub-clause 36.05(d) remains applicable only to moves from one permanent classification to another. It is not expanded to include moves to a temporary assignment.
- (c) The increment date for an employee in a temporary assignment will be based on the date they begin to receive the rate of pay of the temporary position.
- (d) For the purpose of Clause 36.05, where an employee has been placed into a temporary assignment that exceeds one (1) calendar month of consecutive time and is in the temporary position at the time of accepting a promotional offer, the temporary assignment will be used to determine the step placement in the new position. Otherwise, the employee's permanent position will be used to determine the step placement.
- (e) For the purpose of Clause 36.06, where an employee transfers to a position of the same grouping they will retain their increment date. "The same grouping" also includes an employee's placement in a classification that is a temporary assignment that exceeds or is anticipated to exceed one (1) calendar month of consecutive time.

## **ARTICLE 37 — MATERNITY, PARENTAL AND ADOPTION LEAVE**

### 37.01 Maternity Leave

- (a) Upon request, an employee will be granted up to seventeen (17) consecutive weeks' maternity leave of absence. A minimum of six (6) weeks of such leave must be taken immediately subsequent to the date of birth, unless the employee requests otherwise. At least thirty (30) calendar days prior to the expected date of delivery the employee must notify the Workers' Compensation Board, in writing, of the date **they wish their** leave to commence.
- (b) If an employee's pregnancy is terminated prior to the employee requesting leave or prior to leave commencing pursuant to Sub-clause 37.01(a), the employee will be granted a leave of absence without pay for up to fifteen (15) weeks subject to appropriate medical certification.
- (c) Should the employee be incapable of working after the completion of this leave, **they** may avail **themselves** of the provisions of Article 34 subject to appropriate medical certification.
- (d) The provisions of Clause 37.05 will be applicable to the aforementioned fifteen (15) week unpaid leave of absence provided the employee satisfies the criteria outlined in this Clause.
- (e) An employee will be entitled to use sick leave for medical reasons resulting from pregnancy and birth of a child, subject to appropriate medical certificates.
- (f) The Board may require an employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of delivery.

### 37.02 Parental Leave

Leave of absence of sixty-two (62) consecutive weeks (or sixty-one (61) consecutive weeks in the case of **an employee** who takes maternity leave under Clause 37.01) will be granted within the seventy-eight (78) weeks immediately following the date of birth. Where possible, thirty (30) calendar days' written notice in advance of the expected commencement date for such leave is required.

### 37.03 Adoption Leave

An employee who is an adoptive parent is entitled to parental leave pursuant to Clause 37.02.

### 37.04 The following conditions will apply to maternity, parental and adoption leaves:

- (a) Should the employee become ill during the leaves, sick leave benefits will be applicable commencing from the date the leave is scheduled to end.
- (b) The Workers' Compensation Board will continue coverage of MSP, Pacific Blue Cross, group life insurance, **accidental death and dismemberment insurance**, Superannuation and dental insurance subject to the employee paying the usual share of costs borne by employees.

- (c) Seniority continues to accrue for the duration of the leave.
- (d) During the period of maternity leave, vacation and sick leave entitlement continue to accrue.
- (e) During the period of parental leave, vacation **continues to accrue**. Sick leave entitlement **continues** to accrue for the first thirty-five (35) consecutive weeks in the case of a birth **parent**, or the first thirty-six (36) consecutive weeks in the case of a non-birth or adoptive parent.
- (f) Following leave, the employee will return to their former position (i.e., same classification and location).
- (g) All leaves of absence will be taken under this Article and will not be subject to Article 35 of this Collective Agreement.

### 37.05 Supplementary Employment Benefits

The Board will supplement Employment Insurance Benefits received by an employee during the leave to a maximum of seventy-five percent (75%) of regular salary as follows:

- (a) For leaves granted pursuant to Clause 37.01 to a maximum of fifteen (15) weeks, in addition to the Employment Insurance waiting period week(s).
- (b) For leaves granted pursuant to Clause 37.02 to a maximum of thirteen (13) weeks, inclusive of the Employment Insurance waiting period week(s).
  - (i) In the case of a birth **parent**, the total dollar value of supplementary employment benefits paid will be based on an employee taking thirty-five (35) weeks of Employment Insurance parental benefits.
  - (ii) In the case of a non-birth parent, the total dollar value of supplementary employment benefits paid will be based on an employee taking thirty-six (36) weeks of Employment Insurance parental benefits.
- (c) For leaves granted pursuant to Clause 37.03 to a maximum of thirteen (13) weeks, inclusive of the Employment Insurance waiting period week(s). The total dollar value of supplementary employment benefits paid will be based on an employee taking thirty-six (36) weeks of Employment Insurance parental benefits.

If the regular salary of an employee in their permanent classification increases while the employee is on leave under this Article, the supplementary employment benefit will increase accordingly. This increase is limited to general increases, step increments, and/or increases made due to job evaluation.

## **ARTICLE 38 — ADDITIONAL LANGUAGE PREMIUM**

*See also LOU B10 — Language Requirement*

- 38.01 When employees are authorized to act as interpreters or translators in a language other than English during the course of their employment, they will be compensated at the rate

of ten dollars (\$10.00) per hour or any portion thereof in addition to their regular salary, for all such authorized work.

38.02 The Board will publish updated lists of designated translators, on a monthly basis. All opportunities to perform translator or interpreter duties will be equitably distributed by language and/or dialect and work location.

### **ARTICLE 39 — PROFESSIONAL MEMBERSHIP FEES AND CRIMINAL RECORD CHECKS**

39.01 The Board agrees to pay or reimburse employees, at the employee's choice, for the cost of memberships which are mandatory for maintaining a professional designation required for the performance of their job. Any reasonable associated costs required to maintain such membership will be paid by the Board.

39.02 The Board will reimburse employees for the cost of the basic membership fee (but not associated costs) in one other Board approved "professional" organization provided the membership has a positive and direct application to the employee's duties at the Board. Where the Board has stated a preference for a professional membership during the recruitment process for a classification, that membership will be understood to have a positive and direct application to the employee's duties at the Board.

39.03 Memberships in addition to those in Clauses 39.01 and 39.02 may be reimbursed at the discretion of the Board.

39.04 Where required as a condition of employment, the Board will pay for criminal record checks and fingerprinting.

### **ARTICLE 40 — EDUCATIONAL LEAVE**

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

40.02 Leave of absence up to six (6) weeks without loss of pay, benefits or seniority may be granted to allow an employee to participate in courses to improve qualifications in the service where the connection between the course and the Board's operation is positive and direct.

40.03 The Board will have the discretionary right to grant leave of absence for more than six (6) weeks, for the purpose of allowing an employee to improve qualifications, with the terms of Board financial assistance arranged between the Board and the employee concerned.

40.04 The Board will pay the full cost of any course of instruction required by the Board. Full payment of the cost of the course will be made to the employee concerned on



registration for the course. The Board in its discretion may assist employees on other courses.

#### **ARTICLE 41 – JURY AND WITNESS DUTY**

An employee who is called on to perform jury duty or subpoenaed to be a witness, in a matter in which the employee is not the plaintiff or defendant in a civil case or the accused in a criminal matter, will be allowed time off with pay to the extent necessary to perform their duties. Arrangements for such time off will be made in advance with the employee's supervisor. Jury and witness fees received by employees who take time off as provided herein will be paid to the Board excluding fees paid in excess of five (5) calendar days per week. Where an employee is excused from duty the employee must return to work if they could by doing so perform not less than two hours work that day.

#### **ARTICLE 42 – BLOOD AND BONE MARROW DONATIONS**

An employee will be allowed time off with pay to act as a blood donor for a blood transfusion for a close relative or to fulfill a request from the Canadian Blood Services, or to donate bone marrow. Where an employee requires more than three (3) working days off pursuant to this Article, the additional time will be deducted from sick leave.

#### **ARTICLE 43 – MEDICAL AND DENTAL TREATMENT**

43.01 Employees in areas where adequate medical and dental facilities are not available will be allowed reasonable time off with pay for required travel and treatment up to a maximum of three (3) working days in a calendar year to receive medical and dental care at the nearest medical centre for the employee, the employee's spouse, dependent child or a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Board may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

43.02 Where the three (3) working days specified above is insufficient, leave without pay will be granted.

#### **ARTICLE 44 – FAMILY LEAVE**

44.01 In the case of an illness of a close relative including mother, father, spouse, common-law spouse, son, daughter, brother, sister, grandparent, great-grandparent, or equivalent in-law, stepchild, step-parent, step-sibling, any other person who has acted in loco parentis or any other relative living under the same roof, an employee will be allowed time off with pay.

44.02 An employee shall be allowed time off with pay to attend to temporary and/or immediate eldercare of a close relative as defined above.

44.03 Leaves under Clauses 44.01 and 44.02 combined will not exceed two (2) paid days per calendar year and may be taken as half (1/2) days.

- 44.04 If more than two (2) working days is required by reason of travel or otherwise, the employee may make application to the appropriate director, or the delegate of the director, for additional time off, in which event the employee will be permitted additional time off without pay provided that the total time off to be allowed with respect to the illness of a relative, without pay, will not exceed one (1) week.
- 44.05 Additional leave of absence without pay will not be unreasonably withheld if requested.
- 44.06 Satisfactory proof of the necessity for an employee to take additional leave of absence under this Article may be required.

#### **ARTICLE 45 – BEREAVEMENT LEAVE**

- 45.01 An employee will be allowed time off with pay for any necessary period of absence not exceeding five (5) working days occasioned by the death of a close relative. The period of absence will not normally exceed three (3) working days unless the employee is obliged to leave the locality where they reside. The term "close relative" is defined as mother, mother-in-law, father, father-in-law, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-child, step-parent, step-sibling, grandparent, grandparent-in-law, grandchild, step-grandchild, great-grandparent, any other person who has acted in loco parentis or any other relative who has been living under the same roof as the employee.
- 45.02 Additional leave of absence without pay will not unreasonably be withheld if requested. Satisfactory proof of the necessity for an employee to take additional leave of absence under this Article may be required.
- 45.03 At the discretion of the immediate manager, leave of absence without pay may be granted to attend the funeral of an individual with whom a special relationship has existed.

#### **ARTICLE 46 – RESERVIST LEAVE**

- 46.01 Written application for leave under this Article must be submitted thirty (30) calendar days in advance of such leave.
- 46.02 An employee who is a member of the Armed Forces Reserve may be granted leave of absence without pay for not more than ten (10) working days per calendar year to attend training, courses, and operations.
- 46.03 The provisions of the *B.C. Employment Standards Act*, s52.2 also apply.

#### **ARTICLE 47 – CULTURAL LEAVE FOR INDIGENOUS EMPLOYEES**

- 47.01 Indigenous employees are entitled to up to two (2) days' leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.**

**47.02 A minimum of two (2) weeks' notice is required for leave under Clause 47.01. Where two (2) weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.**

## **ARTICLE 48 – CARS**

### 48.01 Personal Vehicles

- (a) Where an employee regularly requires a vehicle to perform assigned duties and where the annual mileage driven is less than 12,500 kilometres, the employee may elect to drive a personal car, truck or van subject to payment of the allowance provided in Sub-clause 48.01(f).
- (b) Employees on temporary assignments are entitled to, and employees on temporary postings may be entitled to, the differences in time and mileage in respect of any additional times and distances involved in travelling between their residences and temporary work locations when they use their personal vehicles for that travel.
- (c) "Temporary work locations" are defined as Board facilities outside a five (5) kilometre radius of the largest Board facility in the employee's permanent work location.
- (d) Employees are entitled to mileage and time in respect of travelling between their residence and temporary non-Board facilities.
- (e) An employee using the employee's own vehicle on Board business will receive a five dollar (\$5.00) a day payment or payment for actual distance travelled at the rate stipulated in Sub-clause 48.01(f), whichever is greater.
- (f) Where an employee is authorized to use the employee's own car on Board business an allowance will be paid for all distances so travelled to cover all car operating expenses regardless of the number of passengers carried.  

**Every January 1, the per kilometer mileage allowance will be reviewed and adjusted to the maximum tax-exempt mileage allowance as determined by the Canada Revenue Agency (CRA).**
- (g) Where an employee uses a personal vehicle on Board business so as to require an additional insurance premium for business use, the Board will pay such additional premium.
- (h) In the event an employee's own vehicle sustains damages or is stolen while being operated on Board business or parked in the course of being used for Board business, the Board will reimburse the employee to a maximum three hundred dollars (\$300.00) deductible, subject to submission of proof that the employee incurred such cost.
- (i) The Board will provide substitute transportation if needed as a result of an accident to the personal vehicle of an employee while on Board business.

#### 48.02 Board Vehicles

- (a) Where annual mileage for business exceeds 12,500 kilometres, the Board may require the employee to drive a vehicle provided by the Board.
- (b) All personal kilometres driven by an employee in a Board vehicle are to be paid for by the employee at the rate provided in Sub-clause 48.01(f).
- (c) The Board will give three (3) months' notice where a vehicle is to be assigned or withdrawn.
- (d) Where an employee of the Board is designated to office assignment but required by management to have the employee's assigned Board vehicle available for emergency call-out, mileage to and from work will be accepted as business mileage for each day of office assignment where the vehicle is so required.
- (e) Where an employee uses a pool vehicle, and where it is practical and efficient to do so, the employee may keep the pool vehicle at home where there is an overnight break in work before returning to the employee's assigned office or a further field assignment.

48.03 In other circumstances where transportation is required, the Board will designate and provide such transportation.

### **ARTICLE 49 — TOOLS AND EQUIPMENT**

- 49.01 The Board will supply all tools and equipment specified by the Board as being required by an employee in the performance of their duty.
- 49.02 The Board will provide and maintain at no cost to the employee, all safeguards, safety appliances and devices, including, but not limited to, personal protective equipment and clothing necessary for the protection of the employee against accidents and contamination.
- 49.03 Where the personal clothing of an employee has been damaged or contaminated arising out of, or in the course of field duties, the actual cost of the replacement and/or repair due to the damage or the cost of cleaning will be paid by the Board. Such claims will be considered on their own merit.

### **ARTICLE 50 — UNIFORMS SUPPLIED**

- 50.01 Where any employee is required to wear any kind of uniform as a condition of continued employment, such uniforms will be furnished by the Board and in the case of slacks, jackets, skirts and coveralls will be maintained by the Board at no cost to the employee.
- 50.02 Employees will not be required to accept any replacement of present uniforms unless such replacements bear a union label or are accompanied by other evidence as being union made.

50.03 Cleaning staff are permitted to wear personal clothing in place of Board supplied and maintained uniforms provided such clothing complies with all of the Board's safety and appearance standards. Such clothing is not subject to replacement or repair under Article 49.

50.04 Cleaning staff who choose to wear personal clothing in lieu of Board supplied and maintained uniforms in accordance with Clause 50.03, above, will display Board-supplied identification tags on their person at all times.

## **ARTICLE 51 – PERMANENT ASSIGNMENTS**

*See also LOU B12 – Definition of Incumbency*

51.01 Provided a period of formal training is not consistently required in respect of such moves, permanent assignments to a department and work location will be made on the basis of classification and seniority from Expression of Interest Lists prepared and maintained on the electronic bulletin board.

51.02 Employees may express an interest in being permanently assigned to specific departments within their work locations by completing and transmitting forms available on the electronic bulletin board to a designated mailbox. The Lists will be revised on the basis of such communications and will be maintained on an electronic bulletin board.

51.03 These assignments will be made immediately after pre-posting placement under Article 15 (excluding lateral transfers). Lists, updated to include all of the expressions of interest postmarked prior to the last day of the preceding calendar month, will determine the order of such assignments. Employees, so assigned, will not be eligible for another such re-assignment for a period of one (1) year.

51.04 When an employee is added to the complement of employees in a classification at a work location, incumbent employees will be assigned in accordance with Clause 51.01 before any new employee is assigned to a department. The new employee will be assigned to the department requiring an additional employee if and when there are no employees on the Expression of Interest List.

51.05 When a position is moved from one department to another within a work location, employees in the affected classification will be assigned in accordance with Clause 51.01. The most junior employee in the classification in the department with a surplus of such employees will be moved to the department with the vacancy if and when there are no employees on the Expression of Interest List.

51.06 Employees on an Expression of Interest List will upon notification be deemed to have accepted the assignment.

51.07 Nothing in this Article will prevent the temporary re-assignments of employees to alternate duties, work stations, departments or work locations in accordance with the terms of this Collective Agreement.

51.08 **People and Culture Division** staff will provide immediate assistance, by appointment, to any employee requesting assistance in completing and transmitting an expression of interest form.

51.09 **Notwithstanding the above, the Board may move all existing positions in one department together and simultaneously to another single (new or existing) department in the same work location without triggering the provisions of Clauses 51.01 through 51.08.**

## **ARTICLE 52 – TRAVELLING EXPENSES**

52.01 Meals at the rates set out in Clause 52.02 will be included in expense accounts when:

- (a) an employee is away from home overnight on Board business; or
- (b) at the discretion of the Board where the requirements of an assignment make it more practical to have a meal away from home; or
- (c) the employee is sent on an assignment which requires that the employee leave home before 6:30 a.m. or arrive home after 6:30 p.m.; or
- (d) where the requirements of the assignment necessitate that the employee travel more than forty (40) kilometres and that the destination is more than forty (40) kilometres' radius in one direction from their office. In the last case, the employee must have purchased a meal to qualify for meal allowance and proof of meal purchase may be required.

52.02 An employee engaged in duties requiring travelling away from the employee's place of residence, will be allowed actual costs of lodgings and reasonable incidentals supported by receipts and a per diem rate for meals based on the total for breakfast, lunch and dinner pursuant to Sub-clause 52.02(a).

(a) Where fewer than three meals are required in a day, the allowance will be:

	Breakfast	Lunch	Dinner
<b>Effective April 1, 2022:</b>	<b>\$16.00</b>	<b>\$18.00</b>	<b>\$30.00</b>

(b) Employees choosing alternate lodging arrangements will receive an additional allowance of fifty dollars (\$50.00) per day.

52.03 Where an employee is requested or required, by the Board, to attend courses or conferences requiring travelling away from the employee's work location, the employee will be reimbursed for the costs of child care over and above the costs associated with such care normally incurred by the employee to a maximum of sixty dollars (\$60.00) per day upon production of a receipt.

(a) Reimbursement will only apply where no one else at the employee's home could provide the child care.

(b) The receipt must be a signed statement describing the date(s), the hourly rate charged, the hours of care provided and the caregiver/agency.

(c) This reimbursement will not exceed fifteen (15) calendar days in one (1) calendar year.

52.04 Where an employee is travelling to an assignment away from the employee's usual place of residence, for an extended period of time, the first trip to the assignment and last trip home at the end of the assignment, will be considered as working hours. When an employee on such assignment returns to their usual place of residence before the completion of the assignment, travel will be on the employee's own time and the following will be allowed as valid expenses:

(a) Transportation expenses supported by receipts not to exceed air fare to the usual place of residence, and back to the area in which the employee is required to work after each five (5) working days away from the usual place of residence.

(b) In addition to air fare, the actual cost, supported by receipts, of parking and/or ground transportation for a complete round trip.

Each trip to the usual place of residence is to be removed from the last by five (5) working days including public holidays.

52.05 Where an employee is away from home overnight on Board business, they will be paid per night for incidental expenses as follows:

**Effective April 1, 2022:                    \$10.00 per night**

52.06 The expense of long distance telephone calls back to the employee's regular area of residence for personal or personal business reasons will be allowed as reimbursable expenses. In any week where the employee is away from home for more than forty-eight (48) hours, they will be reimbursed for costs incurred up to five dollars (\$5.00). Alternatively, where the employee is away from home continuously for more than ninety-six (96) hours in a week, they will be reimbursed for costs incurred up to ten dollars (\$10.00).

52.07 An employee required to travel on Board business will be entitled to a reasonable travel advance to cover anticipated expenses.

52.08 An employee will not be assigned to work in other work locations for more than a total of seventeen (17) weeks in any year without the consent of that employee.

52.09 A permanent employee assigned under Clause 52.08 requiring travel away from the employee's usual place of residence is eligible for all of the rights, benefits and reimbursements provided under this Article. This includes assignments made for required training in another work location.

52.10 All US expenses incurred under this Article will be converted and paid in equivalent Canadian currency.

52.11 The following applies to meal allowances:

- (a) Where an employee, who would normally be eligible for a meal allowance pursuant to Clause 52.02, is provided with and accepts a meal offered by the Employer, the allowance will be deemed waived.
  - (i) In these circumstances, the Board will advise the employee that a meal will be provided including a description of the meal. If the employee wishes to decline the meal and be paid a per diem pursuant to Clause 52.02, the employee must provide two working days' notice to their manager.
- (b) Where the Employer pays for a meal(s) as an inclusive cost related to an employee's travel, and no other options are available to the Employer, a per diem will not be paid except where the employee can demonstrate legitimate reasons why that meal is not acceptable and they choose not to take the meal.

### **ARTICLE 53 – BUSINESS TRAVEL INSURANCE**

During the term of this Collective Agreement employees will have coverage under a Business Travel Accident Insurance policy with a face value of five hundred thousand dollars (\$500,000.00). The premiums will be paid by the Board.

### **ARTICLE 54 – MOVING EXPENSES**

***See also LOU B1 – Pilot for Variation of Article 15 – Pre-Posting Placements and Posting of Positions***

54.01 Where an employee moves beyond a radius of forty (40) kilometres from the employee's present work location as the result of a successful application for a promotion or as the result of a relocation pursuant to Article 70, the Board will pay the cost of:

- (a) moving all furniture and personal belongings of the employee and their family to the new residence;
- (b) transportation and interim accommodation for the employee and their family for a period not exceeding one (1) month;
- (c) where the employee is selling a home, the actual expenses incurred to a maximum sum of nine thousand dollars (\$9,000.00) for legal/notary fees and real estate costs associated with the sale of that home and its replacement, payable upon submission of vouchers;
- (d) where the employee is moving a household, a moving allowance of one thousand two hundred dollars (\$1,200.00) to cover personal costs involved in the move, e.g., costs for draperies and rugs, electrical hook-ups, etc.

54.02 Where an employee is moving as a result of a lateral transfer, as a result of a successful application to a position of the same salary as the employee's present position, or as a result of the application of Article 70 or Article 24, the maximum total amount of the moving costs paid by the Board will not exceed twelve thousand dollars (\$12,000.00) inclusive of Sub-clauses 54.01(a), (b), (c) and (d).



- 54.03 Where an employee is moving as a result of voluntary demotion, the total amount of costs to be paid by the Board will not exceed two thousand dollars (\$2,000.00).
- 54.04 The employee will be granted up to two (2) working days off with pay, exclusive of travel time, for the purpose of packing, unpacking and supervising the activities of the commercial mover.
- 54.05 Where the Board is not required by this Collective Agreement to pay moving expenses, it may, in its discretion, do so.
- 54.06 The word "home" herein will include mobile home, apartment, condominium, strata lot, or any other such place of residence.
- 54.07 The moves in Clauses 54.02 and 54.03 must be to a work location beyond a radius of forty (40) kilometres from the employee's present work location.
- 54.08 Notwithstanding Clause 54.01, an employee is not eligible for moving expenses if moving as a result of applying for a position which is their current classification but at a new work location and they have already been paid, or are being paid, moving expenses by the Board in respect of another move following a successful application, which occurred within twenty-four (24) months preceding their application for the position. For the purpose of this Clause, the date of application will be regarded as the closing date for applications as specified in the posting notice.
- 54.09 Where an employee has received reimbursement for moving expenses in accordance with the provisions of Clauses 54.01, 54.02, and 54.03 and then terminates for any reason, except for retirement due to health reasons, before a full year has elapsed from the effective date of the transfer or move, the employee will repay the Board the total of all such expenses paid by the Board in accordance with Article 27.
- 54.10 The radii in Clauses 54.01 and 54.07 are measured from the Board building and/or facility in which an affected employee's work station is located. The distance from that location to the Board building and/or facility where the employee's new work station will be located will determine whether or not the move or transfer is greater than or less than a radius of forty (40) kilometres.

## **ARTICLE 55 — NORTHERN ALLOWANCES**

- 55.01 Where the Board opens a new Area Office the northern allowance will be negotiated and, failing agreement, the matter will be referred to arbitration.

## **ARTICLE 56 — HEALTH AND WELFARE**

- 56.01 Health and Welfare Plans

(a) A copy of the master contracts with the carriers for the extended health care, dental and group life **and accidental death and dismemberment** plans will be sent to the Union.

- (b) The Board will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet will be borne by the Board.
- (c) Effective January 1, 2005 the WCB will provide a pay-direct drug card to all employees entitled to benefits.

56.02 Group Life and Accidental Death and Dismemberment Insurance

- (a) **(i)** During the term of this Collective Agreement, permanent full-time employees will have group life insurance at three (3) times annual salary adjusted to the next highest thousand dollars (\$1,000), with a minimum coverage for any employee of not less than thirty-eight thousand dollars (\$38,000) **to a maximum of four hundred thousand dollars (\$400,000)** plus accidental death and dismemberment coverage at two (2) times annual salary **to a maximum of two hundred fifty thousand dollars (\$250,000)**.
- (ii) In addition to the coverages provided in Sub-clause 56.02(a)(i) above, an employee may opt to purchase up to five hundred thousand dollars (\$500,000) of additional group life insurance, and up to five hundred thousand dollars (\$500,000) of accidental death and dismemberment insurance, at their own expense and subject to eligibility.**
- (b) Permanent part-time employees will have:
  - (i) group life insurance at three (3) times annual salary **to a maximum of four hundred thousand dollars (\$400,000)**; and
  - (ii) accidental death and dismemberment coverage at two (2) times annual salary **to a maximum of two hundred fifty thousand dollars (\$250,000)**;  
with annual salary calculated by multiplying the employee's regular biweekly earnings by twenty-six (26) times and adjusting that sum to the next highest one thousand dollars (\$1,000), with the minimum coverage for any permanent part-time employee being the same percentage of thirty-eight thousand dollars (\$38,000) that the hours the employee works each week bears to thirty-six and one-quarter (36¼) hours.
- (c) The premium for this insurance **in Sub-clauses 56.02(a)(i), (b)(i) and (b)(ii)** is to be paid fifty percent (50%) by the employee and fifty percent (50%) by the Board.
- (d) In addition to the coverages provided in Sub-clauses 56.02(b)(i) and (ii) above, an employee may opt to purchase up to five hundred thousand dollars (\$500,000) of additional group life insurance, and up to five hundred thousand dollars (\$500,000) of accidental death and dismemberment insurance, at their own expense and subject to eligibility.**

**(e) When an employee reaches the age of 71:**

- (i) group life insurance coverage, as provided in Sub-clauses 56.02(a)(i) and (b)(i) above, will be reduced to a lump sum of \$10,000; and**
- (ii) accidental death and dismemberment insurance coverage, as provided in Sub-clauses 56.02(a)(i) and (b)(ii) above, will end.**

56.03 MSP

- (a) During the term of this Collective Agreement, employees will have the option of obtaining health insurance coverage (including Extended Care Coverage) under the Medical Services Plan of British Columbia now in force, or a similar plan if the Medical Services Plan of British Columbia is terminated, the premiums to be paid by the Board. Employees who have retired due to age or invalidity and are in receipt of a monthly Superannuation allowance have the option of continuing under the medical plan subject to a similar payment of premiums.
- (b) Existing extended health benefits under this Article are listed in Appendix A and will not be reduced throughout the length of the Collective Agreement, except by mutual agreement.
- (c) Extended health coverage will include:
  - the cost of corrective lenses (frames and lenses or contact lenses) to a maximum of **six hundred fifty dollars (\$650.00)** every two years.
  - the maximum on Psychologist/Counselling fees is **three thousand six hundred dollars (\$3,600.00)**, and to apply to licensed clinical psychologists, counsellors and therapists with a minimum of masters level degree in a counselling related discipline such as counselling psychology.
  - medically prescribed vitamins based on metabolically based vitamin deficiency.
  - **the full series of a shingles vaccine of their choice every five (5) years to employees and their dependents who are over 50 years of age. This coverage begins on the date of ratification.**

56.04 Dental Plan

- (a) During the term of this Collective Agreement, employees will have the option of obtaining dental insurance under the Pacific Blue Cross Dental Plan, or a similar plan if the Pacific Blue Cross Plan is terminated and the Board is able to obtain one, the premiums to be paid by the Board.
- (b) Existing benefits under this Article are listed in Appendix A and will not be reduced throughout the length of the Collective Agreement, except by mutual agreement.
- (c) Coverage under the dental plan will be as follows:
  - (i) Plan "A" 100% paid by the Plan
  - (ii) Plan "B" 70% paid by the Plan. **Beginning of April 1, 2023, Plan "B" will increase to 85% paid by the Plan.**

- (iii) Plan "C" 60% paid by the Plan, to a maximum of two thousand dollars (\$2,000) per person per year.

## **ARTICLE 57 – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

The Parties agree to establish a joint committee composed of three (3) members from the Union and three (3) members from the Board to implement an external Employee and Family Assistance Program, under the following guidelines:

- (a) The service will be available to all employees and their spouses, dependents, and relatives living under the same roof.
- (b) The program will be designed to provide a full range of counselling services, including, but not limited to, relationship and family difficulties, emotional or psychological problems, financial or legal issues, and problems associated with the use of alcohol and other drugs.
- (c) The program will be operated by an organization external to the Workers' Compensation Board and the Compensation Employees' Union in order to ensure the confidentiality and anonymity of all program users.
- (d) The Board will pay the costs of the program including design, development, implementation, maintenance and the premium costs of client services provided by the plan.
- (e) Participation in the program will be completely voluntary and will be totally separate from any form of disciplinary proceedings.

## **ARTICLE 58 – OCCUPATIONAL HEALTH AND SAFETY**

### 58.01 Statutory Compliance

The Parties agree to co-operate fully in the promotion of safe work habits and safe working conditions and in the prevention of accidents and occupational disease in the workplace. In doing so, the Parties will adhere to the provisions of the *Workers Compensation Act* and related regulations.

### 58.02 Joint Occupational Health and Safety Committees

- (a) The Parties recognize the role of the joint Occupational Health and Safety Committees in promoting a safe workplace. The Occupational Health and Safety Committees will be established and governed in accordance with the provisions of the Occupational Health and Safety Regulation made pursuant to the *Workers Compensation Act*. The Committees will be as between the Board and the Union, with equal representation, and with each Party appointing its own representatives.
- (b) The process for consultation regarding occupational health and safety issues will be in the following sequence:
  - (i) Joint Occupational Health and Safety Committees;
  - (ii) Divisional management and Union Representative;

(iii) Safety, Health and Security Department and Union Representative.

**(c) In addition to the education and training required by the Workers Compensation Act and the Occupational Health and Safety Regulation, the Board will provide one (1) hour of workplace-specific orientation to every new Joint Occupational Health and Safety Committee member, during their regular work hours and without loss of pay.**

#### 58.03 Unsafe Work Activities

Employees have the right to refuse to do particular work under Section 3.12 of the Occupational Health and Safety Regulation if they have reasonable grounds to believe their performance of such work will endanger their health or safety, or may endanger another person.

#### 58.04 Investigation of Incidents

Pursuant to the Workers Compensation Act, accidents and reports of unsafe or deteriorated work environments will be investigated jointly by at least one (1) representative designated by the Union and one (1) representative designated by the Board.

#### 58.05 Occupational First Aid Requirements and Courses

- (a) Where the Board requires an employee to hold a first aid certification, the cost of obtaining and renewing the First Aid Certificate will be borne by the Board, and leave to take the necessary courses will be granted with pay.
- (b) Employees required to possess an Occupational First Aid Certificate and to act as the designated First Aid Attendant pursuant to the Workers Compensation Act and related regulations, will receive the following allowance on the basis of the level of certificate which they hold:
  - Level I    \$28 biweekly
  - Level II    \$38 biweeklyThe allowance will be pro-rated for partial months.
- (c) First Aid Attendant assignments pursuant to this Article will be equitably distributed among qualified employees in a work site or building.
- (d) When training of a new First Aid Attendant is required by the Board, that training opportunity will be offered to the senior interested employee at the appropriate work site or building.
- (e) Any time during which a First Aid Attendant is required to remain at a work site or building to be on standby during scheduled breaks will be considered to be overtime, and the First Aid Attendant is entitled to the overtime provisions of Article 26.

#### 58.06 Health and Safety Training

Pursuant to the *Workers Compensation Act*, the Board will ensure that all employees are provided with adequate health and safety training, direction and instruction to ensure the safe performance of their duties.

### **ARTICLE 59 — ESTATE BENEFITS**

59.01 If an employee dies while in the service of the Board, the period for which salary or long-term disability allowance may be paid for the month in which death occurred will be deemed to be the full month.

59.02 Unpaid wages at the time of the deceased employee's death will be paid to the surviving spouse in accordance with Part 6 of the British Columbia Wills, Estates and Succession Act. Any other amounts owing to the deceased employee at the time of death will be paid to their estate.

59.03 The deceased employee's estate will also receive the cash payout of sick leave provided for in Clause 34.06.

### **ARTICLE 60 — TEMPORARY ASSIGNMENTS**

*See also LOU B12 — Definition of Incumbency*

#### 60.01 Temporary Assignments — Same Work Location

(a) Provided a period of formal training is not consistently required in respect of such assignments, temporary assignments in excess of one hundred twenty (120) working days in duration which involve a move from one department to another within a division and work location will be made on the basis of classification and seniority. Where a specific expertise is required, the Board will meet with the Union to consult on any required variation on the selection procedure.

(b) If there is an insufficient number of volunteers for such assignments, employees will be assigned by classification and in reverse order of seniority from among the employees in the division and work location.

#### 60.02 Temporary Assignments — Another Work Location

(a) Provided a period of formal training is not consistently required in respect of such assignments, temporary assignments in excess of one hundred twenty (120) working days in duration which involve a move from a specified department and work location to another will be made on the basis of classification and seniority. Where a specific expertise is required, the Board will meet with the Union to consult on any required variation on the selection procedure.

(b) The Board will determine the department(s) and work location(s) from which staff will be selected for the temporary assignment after consultation with the Union.

(c) If there is an insufficient number of volunteers for such assignments, employees may be assigned by classification and in reverse order of seniority from among the eligible

employees in the department(s) and work location(s). An employee will not be assigned to work in other work locations for more than a total of seventeen (17) weeks in any year without the consent of that employee.

**ARTICLE 61 – PREMIUMS**

- 61.01 When the major portion of an employee’s regularly scheduled hours of work falls between 1600 and 2400 hours, the employee will receive a premium of:  
\$1.00 per hour for each hour worked of the total shift.
- 61.02 When the major portion of an employee’s regularly scheduled hours of work falls between 0001 and 0800 hours, the employee will receive a premium of:  
\$1.20 per hour for each hour worked of the total shift.
- 61.03 When an employee’s regularly scheduled hours of work end between 1900 and 2000 hours, the employee will receive a premium of:  
80¢ per hour for each hour worked of the total shift.
- 61.04 For employees on permanent afternoon or night shifts, shift premiums will continue to be paid during all paid leaves.
- 61.05 Effective July 23, 2015, an employee shall be paid a weekend premium of \$2.00 per hour for each hour worked between 0001 hours Sunday and 2400 hours Sunday.

**ARTICLE 62 – SUPERANNUATION FUND**

- 62.01 The Board will, subject to the approval of the Lieutenant-Governor in Council, continue to maintain the Superannuation Fund during the term of this Collective Agreement, and employees will, subject to the terms of the said Fund, make contributions to the Fund and the Board will do likewise.
- 62.02 The Union will be promptly notified in writing of any recommendations for change and the details thereof made in relation to matters pertaining to the WCB Superannuation Fund.

**ARTICLE 63 – PAYMENT ON RETIREMENT OR RESIGNATION**

*See also LOU B6 – Article 63 and Frozen Sick Leave*

- 63.01 An employee who voluntarily leaves the service of the Board by retirement or otherwise will be entitled to payment on the following basis:

<b>Completed Years of Continuous Service</b>	<b>Payment</b>
10–14 years	Four (4) weeks’ salary plus twenty percent (20%) of four (4) weeks’ salary

	for each year completed in the following period after ten (10) years' service.
15–19 years	Eight (8) weeks' salary plus twenty percent (20%) of four (4) weeks' salary for each year completed in the following period after fifteen (15) years of service.
20–24 years	Twelve (12) weeks' salary plus twenty percent (20%) of four (4) weeks' salary for each year completed in the following period after twenty (20) years of service.
25 Years or more	Sixteen (16) weeks' salary.

This Clause does not apply to employees who are terminated or receiving payments under Article 23 or Article 70.

63.02 An employee who retires may elect to receive payment on retirement in equivalent value as time. Once such election has been made by an employee, it may not subsequently be rescinded. The time calculation will be based on the regular salary of the employee in effect on the last day the employee works for the Board. During the period between the last day of work and the date established for official retirement the Board will continue MSP, Pacific Blue Cross, group life insurance, **accidental death and dismemberment insurance, and** dental coverage and Superannuation contributions subject to the employee paying the usual share of costs borne by employees, but in all other respects the employee will be considered to be retired.

63.03 Employees receiving long-term disability allowance will be eligible for this payment on the basis of the employee's accumulated service and where the long-term disability allowance has been in effect for more than five (5) years, then where the word "salary" appears it will be deemed to mean "allowance".

*See also Sub-Clause 22.10(d)*

## **ARTICLE 64 – SPECIAL INCREMENT**

Where an employee has been at maximum of salary in the same salary grouping for a period of seven (7) years the employee will be entitled to a salary increase equivalent to one salary increment, regardless of any changes to the salary range due to annual adjustments during the seven (7) year period. Should a subsequent promotion occur, the special increment will be withdrawn on the effective date of the promotion. In the case of an involuntary demotion including a demotion arising from a redundancy or reclassification, the time accumulated at the higher level grouping before downgrading will be included in the calculation of the seven (7) year qualifying period. The amount protected pursuant to Clause 36.07 will include existing special increment.



## **ARTICLE 65 — INSPECTION PRIVILEGES**

Union Representatives will request and have access to the Board's establishments during working hours for the purpose of investigating conditions related to this Collective Agreement and will in no way interrupt the Board's working schedule.

## **ARTICLE 66 — OTHER EMPLOYMENT**

66.01 The Parties recognize that an employee who accepts remuneration from another employer or who engages in business may be exposed to a conflict of interest, or may be distracted from their duties as an employee of the Board.

66.02 If an employee accepts remunerative employment with another employer, or engages in business, it is understood that the employee will ensure that Board operations are not negatively affected by such alternate employment or business and that no conflict of interest arises. In the event Board operations are negatively affected the employee may be subject to appropriate discipline. Where an employee feels a conflict of interest may arise it is considered advisable that the employee consult with their director. In the event a conflict of interest arises the employee may be required to elect between working for the Board or such other employer or business.

## **ARTICLE 67 — TECHNOLOGICAL AND OTHER CHANGES**

### 67.01 Definition

In this Article, "technological change" means the introduction by the Board in its operations, of equipment or technology different in nature, type or quantity from that previously utilized by the Board, or changes in the manner in which the Board carries on its operations or work methods related to the introduction of such equipment or technology, or revisions in the Board's systems or procedures which will cause one or more employees to become redundant or which will affect a significant number of employees.

### 67.02 Adverse Effects

In introducing technological changes, the Board will take reasonable steps to minimize any adverse effects on employees.

### 67.03 Notice of Study

The Board will notify the Union when it decides to raise the status of an informal investigation of a possible technological change to that of a formal project. Within fifteen (15) calendar days of receiving a written request for consultation from the Union in response to such notice, the Board will meet with the Union and share information and concerns regarding the project.

#### 67.04 Notice of Change

- (a) Where the number of employees affected by a technological change is significant, the Board will notify the Union at least ninety (90) calendar days prior to the introduction or implementation of the technological change.
- (b) In any other case, the Board will notify the Union at least sixty (60) calendar days prior to the introduction or implementation of technological change.

#### 67.05 Information Contained in Notice

The notice mentioned in Clause 67.04 will be given in writing and will contain the following information:

- (a) the nature of the technological change;
- (b) the date upon which the Board proposes to effect the technological change;
- (c) the approximate number, classification and work location(s) of employee(s) likely to be affected by the change;
- (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee(s) affected;
- (e) all pertinent data relating to the anticipated effects on employees.

#### 67.06 Consultation on Changes

Where the Board has notified the Union of its intention of introducing a technological change, the Parties undertake to meet within the next fifteen (15) calendar days to hold constructive and meaningful consultation in an effort to reach an agreement on solutions to the problems arising from this change.

#### 67.07 Redundant Employees

Affected employees will be covered by Article 70, Reorganization.

#### 67.08 Expenses

Any expenses involved in retraining will be paid by the Board and the employee's salary will continue to be paid during retraining.

### **ARTICLE 68 – GRIEVANCE PROCEDURE**

#### 68.01 Definitions

- (a) "Grievance" means any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, or operation of this Collective Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable.
  - (i) "Policy Grievance" means a grievance where the grieving Party seeks declaratory relief.
  - (ii) "Union Grievance" means a grievance filed by the Union on its own behalf.

- (iii) "Group Grievance" means a grievance filed by the Union on behalf of more than one (1) employee.
- (iv) "Individual Grievance" means a grievance filed by the Union on behalf of one (1) employee.
- (v) "Board Grievance" means a grievance filed by the Board on its own behalf.
- (b) "Board Representative" means any person authorized by the Board to exercise the authority of the Board.
- (c) "Days" means calendar days excluding Saturdays, Sundays and holidays.
- (d) "Shop Steward" means an employee appointed or elected to act as a Union Representative. When a Shop Steward is unable to perform their function, the Union will designate another employee to act on its behalf.
- (e) "Union Representative" means any person authorized by the Union to exercise the authority of the Union.

#### 68.02 Right to Present a Grievance

A representative of either Party may present a grievance to a representative of the other Party in accordance with the terms of this Grievance Procedure.

#### 68.03 Rights and Responsibilities of Shop Steward

The Board will continue its policy and practice of facilitating the work of Shop Stewards and, accordingly, Shop Stewards will not be prevented or impeded in the performance of their Union duties while investigating a grievance or representing employees in accordance with the provisions of this Article.

#### 68.04 Threats, Intimidation and the Union's Exclusive Bargaining Authority

##### (a) No Threats or Intimidation

The Board will continue its policy and practice with regard to employees who file grievances and accordingly no person will seek by intimidation, by the threat of discharge or by any other threat or inducement, or by any other means, to interfere with the processing of a grievance in accordance with provisions of this Article.

##### (b) Union's Exclusive Bargaining Authority

After an Individual or Group grievance has been initiated at the Informal Level of this Procedure, no representative of management will enter into discussion with respect to the grievance, either directly or indirectly, outside the Grievance Procedure, with the grieving employee(s), without the consent of the Union.

#### 68.05 Irregularities

A grievance will not be invalid due to the fact it has not been dealt with at the Informal Level of this Grievance Procedure or defeated by reason of technical irregularity or the fact that it is not written on or in accordance with grievance forms approved by the Parties and provided by the Board.

## 68.06 Processing of a Grievance

### (a) Levels

Except as otherwise provided in this Collective Agreement, a grievance will be processed as follows:

- (i) Informal Level:
  - Board — Manager
  - Union — Shop Steward and Grievor
- (ii) Level 1:
  - Board — Director
  - Union — Union Representative

Employees, together with their Shop Stewards should process grievances through the Informal Level pursuant to (a)(i) above.

### (b) Board and Union Representatives

The Union and the Board will notify each other in writing of the names and areas of jurisdiction of the representatives authorized to represent each Party in the presentation of grievances and will promptly notify each other in writing of changes in these names.

### (c) Right to a Grievance Hearing

The authorized representative of either Party as referred to in this Article will have the right to meet personally with designated representatives of the other Party with respect to a grievance. Notwithstanding the foregoing, by mutual agreement of the Parties the grievance hearing may be conducted by video conference.

### (d) Employee's Attendance at a Grievance Hearing

- (i) The Union will provide notice of a grievance hearing to the employee(s) affected by or potentially affected by the outcome of a grievance and such employee(s) will have the right to attend the hearing.
- (ii) Where grievors attend a grievance hearing, they will be granted reasonable travel time and expenses, if required, and suffer no loss of regular salary.

## 68.07 Time Limits for Submission of a Grievance

- (a) A grievance may be submitted at Level 1 not later than the twentieth (20th) day after the date on which the aggrieved Party was notified in writing or otherwise first became aware of the action or the circumstances giving rise to the grievance.
- (b) A Policy Grievance may be presented by an authorized representative of either Party at any time.

## 68.08 Hearing and Replying to Grievances

- (a) Within fifteen (15) days following receipt of the grievance, the Board or the Union as applicable, must hold a hearing, normally in the city, municipality or district in which

the grievance originated, and reply in writing to the grievance, unless the Parties agree to extend the time limits.

- (b) When a grievance is denied, the reply will include the reasons for the denial of the grievance.

#### 68.09 Abandonment or Failure to Reply

- (a) If either Party fails to submit a grievance within the time limits stipulated in this Article, the grievance will be deemed abandoned. Similarly, if either Party fails to reply to a grievance, in writing, within the time limits stipulated in this Article, the grievance may be referred to the next grievance level or arbitration, as appropriate.
- (b) The time limits stipulated in this Procedure may be extended by mutual agreement in writing between the Board and the Union.
- (c) Either Party may withdraw a grievance, without prejudice to any interpretation or application of the Collective Agreement, at any time.

#### 68.10 Notification of Decision

The Board will forward to the appropriate Union Representative a copy of the Board's decision at the same time the Board's decision is conveyed to the employee(s) on whose behalf the grievance was filed.

#### 68.11 Referring a Grievance to Arbitration

- (a) When a grievance has not been resolved to the satisfaction of the grieving Party, it may be referred to Formal Arbitration or Expedited Arbitration. Grievances concerning discipline in excess of a ten (10) day suspension, discharge or termination of employment for any reason whatsoever, policy grievances and job evaluation grievances will only proceed to Expedited Arbitration with mutual agreement. All other grievances will be processed at either Formal Arbitration or Expedited Arbitration at the grieving Party's choice.

- (b) Time Limitation for Referring Grievances to Arbitration

A grievance must be referred to arbitration within twenty (20) days of receipt of the reply at Level 1 of this Grievance Procedure, failing which the grievance will be considered abandoned.

*See also LOU B7 – Referral of Selection Grievances to Arbitration*

- (c) Notice of Referral to Arbitration

When either Party decides to refer a grievance to arbitration it will notify the other Party, in writing, of each referral to arbitration. Such referral notice will contain the name of the proposed arbitrator selected in rotation from the List of Arbitrators in (d), below, whether the referral is to Formal Arbitration or Expedited Arbitration, the Party's representatives' names and addresses and the city where the submitting Party prefers that the hearing will be held.

(d) List of Arbitrators

- (i) The arbitrators appearing on the list hereinafter will act in rotation and in the order in which their names appear on the list. In the event that the arbitrator selected in accordance with this procedure is unable to act, the case will be referred to the next named arbitrator on the list.
- (ii) Where the list has been exhausted and none of the arbitrators designated therein is able to hear the grievance, the Parties will appoint another arbitrator as substitute. If the Parties are unable to agree on the selection of an arbitrator within seven (7) days, either Party may apply to the Minister of Labour who will appoint an arbitrator.
- (iii) The following is a list of agreed upon sole arbitrators:

Formal Arbitration:

Vince Ready	Christopher Sullivan
Judi Korbin	John Hall
Gabe Somjen	Ken Saunders

Expedited Arbitration:

Judi Korbin	John Hall
Robert Pেকেles	Marguerite Jackson
Vince Ready	Mark Brown
Corinn Bell	Ken Saunders
Christopher Sullivan	

68.12 Expedited Arbitration

(a) Rules Established by the Parties:

- (i) Where practical, all presentations will be short and concise.
- (ii) The Parties may include a comprehensive opening statement.
- (iii) The Parties will make every attempt to proceed by admission and to minimize the use of witnesses.
- (iv) Practicing lawyers, other than those normally employed by either Party in another capacity, will not be used to argue or present a grievance at Expedited Arbitration.

- (b) Whenever possible the Arbitrator will deliver their decision orally at the conclusion of the hearing giving a brief summary of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of hearing.

- (c) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator will render it in writing with a brief summary of the reasons within ten (10) days of the date of the hearing.
- (d) The decision of an Arbitrator under this Clause is limited in application to the particular dispute and is without prejudice to any application or interpretation of the Collective Agreement. Such decisions will have no precedent value and will not be referred to by either Party in any subsequent proceeding.
- (e) Decisions under this Clause will be final and binding upon both Parties.
- (f) The Board and the Union will each bear their own costs and equally share the fees and expenses of the Arbitrator.
- (g) An Arbitrator under this Clause will have the same powers and authority as an Arbitrator under Clause 68.13.

#### 68.13 Formal Arbitration

- (a) An Arbitrator under this Clause will have the power to arbitrate differences between the Parties to this Collective Agreement concerning any grievance but will not have jurisdiction or authority to alter, modify, extend or amend the provisions of this Collective Agreement.
- (b) If the award of the Arbitrator is subsequently set aside by a court of competent jurisdiction, or the Labour Relations Board, the question will, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided in this Clause.
- (c) The questions submitted to the Arbitrator will be in writing and will clearly specify the terms of reference to the said Arbitrator.
- (d) The Arbitrator will be a single arbitrator selected from the List of Arbitrators in Sub-clause 68.11(d) upon notice from either Party subsequent to the filing of the grievance at arbitration.
- (e) The decision of the Arbitrator will be final and binding on both Parties.
- (f) In all cases of discipline or discharge, the Arbitrator will have the authority to rescind or to reduce such discipline or discharge as it seems just and reasonable in the circumstances.
- (g) In all cases of Formal Arbitration, the Arbitrator must render a written decision within sixty (60) days of the date of the hearing.
- (h) The Board and the Union will each bear their own costs and equally share the fees and expenses of the Arbitrator.

#### 68.14 Troubleshooter

- (a) If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Collective Agreement, including any question as to whether a matter

is arbitrable, during the term of the Collective Agreement, Paula Butler, Brian Foley or a substitute agreed to by the Parties, will at the request of either Party:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference;  
within twenty (20) days of the date of receipt of the request and, for those twenty (20) days from that date, time does not run in respect of the Grievance Procedure.

(b) Either the Union or the Board may cancel the use of the Troubleshooter at any time and return the matter to the grievance and arbitration procedure.

## **ARTICLE 69 — FUTURE LEGISLATIVE CHANGE**

69.01 In the event that any future legislation materially affects, or renders null and void any provision of this Collective Agreement, the remaining provisions will remain in effect for the term of this Collective Agreement.

69.02 The Parties will negotiate a mutually agreeable provision to be substituted for the specific provision(s) rendered null and void or materially affected by the legislative change.

## **ARTICLE 70 — REORGANIZATION**

*See also LOU B12 — Definition of Incumbency*

70.00 Reorganization Committee

- (a) When the Employer declares, or intends to declare, redundancies, closures, or partial closures of any part of the operation, which will result in the reduction of employees, the senior principals of the Parties will meet for a period not exceeding fifteen (15) working days for the purpose of identifying suitable placement and displacement options, as well as employees who wish to accept severance packages or other options. [See December 10, 2002 Interim Award #3.]
- (b) The Parties will determine the Committee's procedures. It is understood the senior principals may, from time to time, assign working groups to complete the purposes of (a) above.
- (c) Should any employees not be placed in a suitable vacancy or found a suitable displacement option under (a) above, either Party may initiate the provisions of Article 67.

70.01 Redundancy

The Board shall declare positions redundant based on classification, work location and affected department. The junior employee in the classification and work location, will be declared redundant and will be given notice of redundancy. The most junior employee in the affected department will then be placed in the vacant position created by the application of this Article.



## 70.02 Redundancy Process

Employees who are declared redundant will have access to the following options:

- (a) severance;
- (b) placement in vacancy;
- (c) displacement of junior employee;
- (d) layoff and placement on recall list.

## 70.03 Severance

- (a) In the event the Board declares a position redundant, the Board will first offer severance as outlined in

Sub-clause 70.03(c) to the employee in the redundant position. Should the employee decline it will then be offered in seniority order to employees in the same classification and work location, subject to the Board's reasonable operational requirements to maintain certain senior employees. The amount provided to a volunteer must not provide for a period of time that would be equivalent to extending beyond an employee's normal retirement date. This Clause will not apply to an employee who has already served notice to terminate, by retirement or otherwise.

- (b) At any stage prior to permanent placement or placement on the recall list, the employee who is declared redundant may elect to terminate with severance pay.
- (c) Such employee(s) will be entitled to severance pay in the amount of ten (10) working days of straight time salary for each completed year of service to a maximum of one (1) year's pay.

## 70.04 Placement in Vacancy

If the redundant employee does not elect severance under Clause 70.03, the employee will be permanently placed in an available vacant position provided they are qualified for the position in the following order:

- (a) vacancy in the same classification within forty (40) kilometres of the employee's work location (mandatory placement);
- (b) vacancy in the same pay group in the work location (mandatory placement);
- (c) vacancy in the same pay group within forty (40) kilometres of the employee's work location (mandatory placement);
- (d) vacancy in a lower pay group within forty (40) kilometres of the employee's work location (voluntary placement);
- (e) vacancy in the classification in another work location greater than forty (40) kilometres of the employee's work location (voluntary placement);
  - (i) the vacancy will first be offered to employees in the affected work location on the basis of seniority;

- (ii) if a more senior employee accepts the vacancy, the redundant employee will be permanently placed in the resulting vacancy;
  - (iii) if no such employee accepts the vacancy, it will be offered to the redundant employee;
  - (iv) the employee accepting the vacancy will be permanently placed in the vacancy.
- (f) vacancy in a lower pay group in another work location greater than forty (40) kilometres of the employee's work location (voluntary placement).

#### 70.05 Displacement

If the redundant employee is not placed in a vacant position under Clause 70.04, the employee may elect to displace a junior employee in a permanent position provided they are qualified for the position in the following order (employees located in the Island and Interior regions may select an option out of sequence so as to avoid relocation) [see December 10, 2002 Interim Award #3]:

- (a) The junior employee in the same classification within the region;
- (b) The junior employee in the same pay group within the region (except where the junior employee holds a specialized technical position such as one in IT or a Registered Nurse) [see December 10, 2002 Interim Award #3];
- (c) The junior employee in the same classification in the system:
  - (i) The employees on the lateral transfer list in the affected work location will be first offered the opportunity to displace the junior employee if the redundant employee wishes to relocate;
  - (ii) If the lateral transfer occurs, the redundant employee will be placed in the resulting vacant position;
  - (iii) If a lateral transfer does not occur, the redundant employee will displace the junior employee in the same classification in the system.
- (d) The junior employee in a permanent classification previously held by the redundant employee within forty (40) kilometres of the employee's work location:
  - (i) If the redundant employee held the position within three (3) years; or
  - (ii) If greater than three (3) years, the redundant employee must be retested.
- (e) In each of the above, the displaced employee will be subject to the process in Clause 70.02.
- (f) For the purposes of this Clause, the regions are defined as follows:
  - (i) Lower Mainland
    - Richmond (all buildings)
    - Surrey
    - Burnaby
    - Abbotsford
    - Port Moody

- (ii) Island  
Victoria  
Nanaimo  
Courtenay  
Terrace
- (iii) Interior  
Prince George  
Fort St. John  
Cranbrook  
Kelowna  
Kamloops  
Nelson  
Williams Lake

#### 70.06 Layoff and Recall

If the redundant employee does not elect, or is not able to displace a junior employee, as in Clause 70.05, the redundant employee will be laid off and, if they do not elect severance, they will be placed on a recall list.

##### (a) Recall to Permanent Position

- (i) Employees on the recall list will be recalled to a permanent position in the same classification from which they were made redundant in seniority order. An employee must report for work within ten (10) working days.
- (ii) Employees on the recall list will be recalled to a permanent position in the same or lower pay group for which they are qualified in seniority order.  
An employee must report for work within ten (10) working days.
- (iii) If an employee on the recall list declines one (1) offer for permanent work, they will be removed from the recall list, unless the reason for the decline is due to jury duty, serious illness or the equivalent of maternity/parental leave.

##### (b) Recall to Temporary Position

- (i) Employees on a recall list are eligible for recall to temporary positions at the same or lower pay group for which they are qualified, in seniority order.
- (ii) Employees on the recall list who are qualified and trained for a classification at the time of redundancy will be considered for temporary work before permanent employees are offered Clause 18.02 opportunities.
- (iii) If an employee on the recall list declines two (2) temporary assignments, they will be moved to the bottom of the recall list for the purposes of temporary assignments.

##### (c) Other Rules and Conditions

- (i) Employees on the recall list retain seniority accrued to the date of layoff and will continue to accrue seniority for hours worked while on the recall list.

- (ii) Employees on the recall list may use their seniority to apply for posted positions.
- (iii) Redundant employees who elect to go on the recall list will not have a right to severance payout.
- (iv) Employees may remain on the recall list for a period of two (2) years. This period may be extended to three (3) years if the employee works forty (40) or more working days during that time.
- (v) Recall lists will apply to work locations within forty (40) kilometres of the employee's previous work location.

#### 70.07 Benefits/Entitlements for Layoff and Recall

- (a) Benefits received by a redundant employee on layoff will cease at the end of the month following the month in which the layoff occurred.
- (b) During periods of layoff while on the recall list, the redundant employee will be allowed to retain MSP, Pacific Blue Cross, group life insurance, **accidental death and dismemberment insurance**, and dental coverage by pre-paying the full cost of such plans on a monthly basis.
- (c) In cases where a redundant employee on the recall list is recalled to temporary work, the employee will be entitled to vacation pay at the rate of six percent (6%) of gross earnings. Vacation pay will be paid on each paycheque.
- (d) In cases where a redundant employee on the recall list is recalled to temporary work, the employee will be entitled to pay at the rate of 10.11% in lieu of benefits. If the assignment is expected to be twenty (20) working days or more or if it is extended beyond twenty (20) working days, the employee will be reinstated on the benefits in 70.07(b) (or the WCB will assume premium payments) on the first of the month following the first day of the assignment. In this case, if the first day of the assignment is the first working day of the month, the employee will be enrolled in benefits for the current month.

#### 70.08 Early Retirement Incentives and Buy-outs

The Board may, at any time, offer early retirement incentives and/or buy-out options to employees in order of seniority within a classification, work location and department.

#### 70.09 Relocation

In cases where redundant employees relocate as a result of placement in a vacancy or displacement, relocation expenses will be provided as per Article 54.

#### 70.10 General

- (a) This Article applies to permanent employees only.
- (b) If the redundant employee voluntarily accepts a lower pay group through Clause 70.04 or 70.05, and the Board subsequently recreates the redundant position, the

employee has the right to return to the classification, except where an employee may be placed pursuant to Sub-clause 70.06(a).

- (c) In the above case, the employee must not have moved more than forty (40) kilometres and must not have posted to another position.
- (d) All appointments in any process will be paid at the lower salary.
- (e) In cases of moves of more than forty (40) kilometres, the employee shall have five (5) days to accept an offer.
- (f) In cases of moves less than forty (40) kilometres, the employee shall have forty-eight (48) hours to accept an offer.
- (g) Where a senior employee volunteers to take severance in place of a more junior employee pursuant to Clause 70.03, the severance shall be at the senior employee's entitlement.
- (h) In this Article, "Qualified" means the employee has demonstrated sufficient knowledge and/or skills and abilities for the specific classification.

#### 70.11 Salary Determination — Demotions in Redundancy Process

- (a) This Clause applies only to employees who secure a permanent position through the redundancy process and that the position secured results in a demotion.
- (b) For every decrease in paygroup, the employee's step increment will increase by one (1) (to a maximum of step 6).
- (c) The employees will retain the same step increment date they had in the position from which they were declared redundant.
- (d) If employees are demoted to the same or lower paygroup as the permanent position they held immediately prior to the position they were declared redundant from, the date used for the purpose of calculating special increment eligibility will be adjusted to reflect the date as if they had never left that previous position.

#### 70.12 Salary Determination upon Promotion Subsequent to Being Demoted through Redundancy Process

An employee who:

- (a) was in a position that was declared redundant; and
- (b) through the redundancy was placed in a position of a lower paygroup and had their salary red-circled; and
- (c) subsequently becomes successful in a position that is a promotion from their original redundant position; and
- (d) where the step placement in that new position does not result in an increase in pay from the red-circled rate;  
will be placed at the next step in the new salary range which will produce an increase in pay.

All other agreements with respect to salary determination for redundant employees still apply.

## **ARTICLE 71 – SECONDMENT**

### 71.01 Definition

“Secondment” means a process by which the Board may assign an employee to another agency, board, society, commission, or employer. Secondment will only take place with the agreement of the employee. The Union will be notified in every case.

### 71.02 Provisions of Collective Agreement to Apply

The provisions of the current Collective Agreement will apply to seconded employees. The agency, board, society, commission, or employer to which the employee is seconded will receive written notice of this Article and will be provided with copies of relevant Agreements.

## **ARTICLE 72 – JOB SHARING**

72.01 Job Sharing is defined as dividing all the functions of one full-time permanent position between two permanent employees or two full-time permanent positions between three permanent employees. Each employee works part-time in a manner that provides full coverage for the position being shared.

*See also LOU B12 – Definition of Incumbency*

### 72.02 Policies

- (a) One or more of the partners proposing the job sharing arrangement already occupies the permanent full-time position(s) to be shared and the other partner(s) occupy permanent position(s) in the same classification.
- (b) Job sharing proposals will not be approved where one of the purposes of the proposed job sharing arrangement is to facilitate the commencement of employment with another employer.

### 72.03 Approval Procedure

- (a) Job sharing proposals will be presented, in writing, to the manager concerned by the employees proposing to participate in a job sharing arrangement.
- (b) A job sharing proposal will:
  - (i) describe the qualifications and experience of each proposed partner;
  - (ii) describe how the proposed arrangement will ensure that the work is to be efficiently and effectively performed as though there were only one occupant in a position;
  - (iii) describe how the duties and functions of the position will be shared and how workload priorities will be determined on an ongoing basis;

- (iv) describe the procedures to be utilized to ensure there is effective communication between each partner and their manager;
- (v) describe a proposed work schedule.
- (c) The manager will review the proposal and within ten (10) working days render a decision, in writing, and send copies of the decision to the Union and employees involved.
- (d) Denials of job sharing proposals and terminations of job sharing arrangements are subject to the dispute resolution procedures described in Article 68 of the Collective Agreement.
- (e) The Board will provide the Union with copies of applications, notices of denials, approvals and cancellations of job sharing arrangements involving bargaining unit employees and with written reasons for the denials and/or cancellations of such arrangements.

#### 72.04 Trial Period

- (a) In order to allow the job sharing partners a reasonable time-frame in which to examine the suitability of each job sharing arrangement, each job sharing arrangement will be considered a trial for the first twenty-four (24) months. Employees will only be allowed to participate in two (2) trial arrangements during any five (5) year period.
- (b) If a Party wishes to terminate the arrangement, one (1) month's written notice will be required. If the Board initiates the termination, written reasons will be provided to the affected employees and the Union.
- (c) If a job sharing arrangement is terminated for any reason during the trial period, the job sharing partners will return to their original positions.
- (d) During the twenty-four (24) month trial period of each job sharing arrangement, any vacancy created as a result of the arrangement, will be filled in accordance with Article 18 of the Collective Agreement.

#### 72.05 Post Trial Period Terminations

- (a) Following the trial period, a job sharing arrangement may only be terminated in the event one or more of:
  - (i) the partner(s) terminate(s), retire(s), is/are discharged or released or successful in competing for another posted position including a pre-posting placement; or
  - (ii) the shared position(s) become redundant.
- (b) In the event a permanent job sharing arrangement is terminated under Sub-clause 72.05(a), the full-time position(s) created will revert to the remaining partner(s), if any, on the basis of seniority.

- (c) As per Clause 70.01, redundancies will be declared by classification, work location, and department as follows:
  - (i) If redundancies are declared in a classification and work location where a post-trial job sharing arrangement exists, the job sharing arrangement will be terminated.
  - (ii) The job sharing arrangement will be terminated on the date the redundancy becomes effective, if either job share partner is affected.
  - (iii) Upon termination of the job sharing arrangement, the job share partners will revert to their pre-job share FTEs for the purposes of the redundancy process. These employees will be considered employees in the classification and work location where the job sharing arrangement existed.
- (d) When the position being shared is moved to another department per Clause 51.05, the job sharing arrangement will be terminated and the job share partners will revert to their pre-job share FTEs prior to the implementation of Article 51.

#### 72.06 Post Trial — Leaves

In the event one job share partner goes on leave, then:

- (a) The other job share partner(s) will be given the option of voluntarily filling the position for the duration of the leave on a full-time basis with commensurate status and benefits.
- (b) If the other partner(s) do not wish to fill the position through (a), then the position will be filled on a temporary basis through:
  - (i) the manager will issue a written temporary opportunity to employees within the classification, department, and work location; or,
  - (ii) the manager will issue a written temporary opportunity to employees within the classification, division, and work location; or,
  - (iii) Article 18.
- (c) If no one is found through (b) then, with thirty (30) calendar days' notice, the other partner(s) to the job share position will be required to fill the position on a full-time basis with commensurate status and benefits.
- (d) Any position vacated through (b) shall be filled as per the Collective Agreement.

#### 72.07 Post Trial — Temporary Posting

In the event one job share partner successfully applies on a posted temporary position then:

- (a) The job share partners may elect to suspend their job sharing arrangement for the duration of the temporary posting. The remaining job share partner(s) will be required to fill the position on a full time basis. The job sharing arrangement will resume when the other partner returns at the end of the temporary posting.



(b) If the job share partners do not elect to suspend the job sharing arrangement it will be terminated and Sub-clause 72.05(b) will apply.

#### 72.08 Post Trial — Status Transfer Rights

(a) A post trial job share employee will be treated like a part-time employee for the purposes of a status transfer under Sub-clause 15.01(iv).

(b) In addition to the events listed in Sub-clause 72.05(a), a post trial job sharing arrangement may also be terminated if one of the partners is successful in securing a position through a status transfer request.

(c) If a permanent job sharing arrangement is terminated in the manner described above, the remaining full-time position(s) created will revert to the remaining partner(s), if any, on the basis of seniority.

### **ARTICLE 73 — WORK AT HOME**

73.01 Work at home arrangements will be administered in accordance with LOU B22.

### **ARTICLE 74 — INDEMNITY**

The Board confirms its policy that where an action is brought against an employee as a result of the employee carrying out a function of their employment, the Board will conduct the action and may settle or defend the claim and will indemnify the employee for and save the employee harmless from costs and any damages awarded; but the Board is not required to give such protection when the conduct giving rise to the action was wanton or reckless or the result of consumption of drugs or alcohol. Any dispute as to whether the conduct was wanton or reckless or the result of the consumption of drugs or alcohol is arbitrable.

### **ARTICLE 75 — DURATION**

75.01 This Collective Agreement will be in full force and effect from April 1, **2022** to and including March 31, **2025** and will continue in full force and effect from year to year thereafter subject to the right of either Party to this Collective Agreement within four (4) months immediately preceding the date of March 31, 2022 or within four (4) months immediately preceding the anniversary in any year thereafter by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new collective agreement.

75.02 Should either Party give written notice to the other Party pursuant to Clause 75.01, the terms and conditions of employment as set out in this Collective Agreement will be observed and not varied unless the employees engage in a strike, or the Board locks out the employees, or the Parties mutually agree to modify, amend, or alter those terms and conditions.


75.03 Any terms and conditions of this Collective Agreement which have retroactive application will apply only to those persons who are employees of the Board at the date of the signing of this Collective Agreement.

75.04 This Collective Agreement may be amended by mutual consent.

SIGNED this

**16th day of November 2022:**

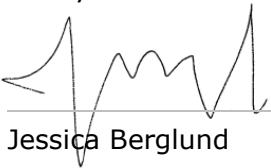
Bargaining Representatives for the Board:



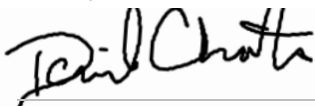
Brad Gehring



Nancy Basi



Jessica Berglund



David Charters



Thaddeus Lee



Carol Murray



David Young



Monique MacIntyre

SIGNED this

**16th day of November 2022:**

Bargaining Representatives for the Union:



Kristy Child



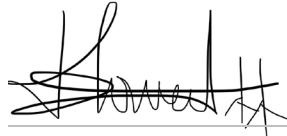
Laura Snow



Shane Campbell



Michael Hess



Howard Lin

**SCHEDULE A — POSITIONS EXCLUDED FROM THE CERTIFICATION OF THE COMPENSATION EMPLOYEES' UNION**

**A list of positions excluded from the certification of the Compensation Employees' Union will be made available electronically on WSN. The list will also be provided to the CEU upon request.**

The CEU does not necessarily agree that each position is properly excluded and reserves the right to challenge the exclusion.

## **SCHEDULE B — CATEGORIES OF EMPLOYMENT AND SALARY GROUPINGS**

**A list of** positions rated according to the most recent job evaluation information **will be made available electronically on WSN. The list will also be provided to the CEU upon request.**

The CEU does not necessarily agree that there are no changes to a given position that may impact its rating and reserves the right to challenge the rating.

## SCHEDULE C – SALARIES

Memorandum of Understanding re: Wages

The Board and CEU agree to the following:

There will be an increase to all wages in Schedule C as follows:

- **April 1, 2022: Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.**
- **April 1, 2023: Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to Re: Cost of Living Adjustments.**
- **April 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to Re: Cost of Living Adjustments.**

### Re: Cost of Living Adjustments

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on April 1, 2023 and April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in Schedule C of the collective agreement means the Latest 12-month Average (Index) % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The Latest 12-month Average Index, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months. The Latest 12-month Average % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

**SIGNED this 16th day of November 2022:**      **SIGNED this 16th day of November 2022:**



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Kristy Child  
For the Compensation Employees' Union



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Brad Gehring  
For the Workers' Compensation  
Board of BC

**SALARY GRID APRIL 1, 2022**  
**(\$0.25 per hour plus 3.24% increase)**

Grade	Values	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Special Increment
U01	Hourly	20.9661	21.6219	22.9981	23.7200	25.5323	26.3984	28.2280
	Biweekly	1,520.0423	1,567.5878	1,667.3623	1,719.7000	1,851.0918	1,913.8840	2,046.5300
	Monthly	3,293.4249	3,396.4401	3,612.6182	3,726.0167	4,010.6988	4,146.7487	4,434.1483
	Annual	39,521.10	40,757.28	43,351.42	44,712.20	48,128.39	49,760.98	53,209.78
U02	Hourly	23.1059	23.8867	25.5323	26.3984	28.2224	29.1832	31.2078
	Biweekly	1,675.1778	1,731.7858	1,851.0918	1,913.8840	2,046.1240	2,115.7820	2,262.5655
	Monthly	3,629.5518	3,752.2025	4,010.6988	4,146.7487	4,433.2687	4,584.1943	4,902.2253
	Annual	43,554.62	45,026.43	48,128.39	49,760.98	53,199.22	55,010.33	58,826.70
U03	Hourly	25.5323	26.3984	28.2224	29.1832	31.2050	32.2697	34.5106
	Biweekly	1,851.0918	1,913.8840	2,046.1240	2,115.7820	2,262.3625	2,339.5533	2,502.0185
	Monthly	4,010.6988	4,146.7487	4,433.2687	4,584.1943	4,901.7854	5,069.0320	5,421.0401
	Annual	48,128.39	49,760.98	53,199.22	55,010.33	58,821.43	60,828.38	65,052.48
U04	Hourly	28.2224	29.1832	30.1765	32.5750	33.7677	35.0045	37.4366
	Biweekly	2,046.1240	2,115.7820	2,187.7963	2,361.6875	2,448.1583	2,537.8263	2,714.1535
	Monthly	4,433.2687	4,584.1943	4,740.2252	5,116.9896	5,304.3429	5,498.6235	5,880.6659
	Annual	53,199.22	55,010.33	56,882.70	61,403.88	63,652.11	65,983.48	70,567.99
U05	Hourly	30.3184	31.4265	32.5750	35.0045	36.2871	37.6186	40.2341
	Biweekly	2,198.0840	2,278.4213	2,361.6875	2,537.8263	2,630.8148	2,727.3485	2,916.9723
	Monthly	4,762.5153	4,936.5794	5,116.9896	5,498.6235	5,700.0986	5,909.2551	6,320.1065
	Annual	57,150.18	59,238.95	61,403.88	65,983.48	68,401.18	70,911.06	75,841.28
U06	Hourly	32.5750	33.7677	35.0045	37.6186	38.9996	40.4322	43.2444
	Biweekly	2,361.6875	2,448.1583	2,537.8263	2,727.3485	2,827.4710	2,931.3345	3,135.2190
	Monthly	5,116.9896	5,304.3429	5,498.6235	5,909.2551	6,126.1872	6,351.2248	6,792.9745
	Annual	61,403.88	63,652.11	65,983.48	70,911.06	73,514.25	76,214.70	81,515.69
U07	Hourly	35.0045	36.2871	37.6186	40.8162	42.4171	44.0823	47.1499
	Biweekly	2,537.8263	2,630.8148	2,727.3485	2,959.1745	3,075.2398	3,195.9668	3,418.3678
	Monthly	5,498.6235	5,700.0986	5,909.2551	6,411.5448	6,663.0195	6,924.5946	7,406.4635
	Annual	65,983.48	68,401.18	70,911.06	76,938.54	79,956.23	83,095.14	88,877.56
U08	Hourly	37.7964	39.2765	40.8162	44.0823	45.8141	47.6152	50.4569
	Biweekly	2,740.2390	2,847.5463	2,959.1745	3,195.9668	3,321.5223	3,452.1020	3,658.1253
	Monthly	5,937.1845	6,169.6835	6,411.5448	6,924.5946	7,196.6315	7,479.5543	7,925.9380
	Annual	71,246.21	74,036.20	76,938.54	83,095.14	86,359.58	89,754.65	95,111.26
U09	Hourly	40.8162	42.4171	44.0823	47.6153	49.4886	51.4368	54.5072
	Biweekly	2,959.1745	3,075.2398	3,195.9668	3,452.1093	3,587.9235	3,729.1680	3,951.7720
	Monthly	6,411.5448	6,663.0195	6,924.5946	7,479.5700	7,773.8343	8,079.8640	8,562.1727
	Annual	76,938.54	79,956.23	83,095.14	89,754.84	93,286.01	96,958.37	102,746.07
U10	Hourly	44.0823	45.8141	47.6153	51.4368	53.4625	55.5692	58.3349
	Biweekly	3,195.9668	3,321.5223	3,452.1093	3,729.1680	3,876.0313	4,028.7670	4,229.2803
	Monthly	6,924.5946	7,196.6315	7,479.5700	8,079.8640	8,398.0677	8,728.9952	9,163.4405
	Annual	83,095.14	86,359.58	89,754.84	96,958.37	100,776.81	104,747.94	109,961.29
U11	Hourly	48.2786	51.1036	53.9287	56.7532	59.5783	62.4034	65.5107
	Biweekly	3,500.1985	3,705.0110	3,909.8308	4,114.6070	4,319.4268	4,524.2465	4,749.5258
	Monthly	7,583.7634	8,027.5238	8,471.3000	8,914.9818	9,358.7580	9,802.5341	10,290.6391
	Annual	91,005.16	96,330.29	101,655.60	106,979.78	112,305.10	117,630.41	123,487.67

7 years at Step 6 = 1 Step Increase (Special Increment)

**SALARY GRID APRIL 1, 2023**  
**(6.75% increase)**

Grade	Values	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Special Increment
U01	Hourly	22.38	23.08	24.55	25.32	27.26	28.18	30.13
	Biweekly	1,622.65	1,673.40	1,779.91	1,835.78	1,976.04	2,043.07	2,184.67
	Monthly	3,515.73	3,625.70	3,856.47	3,977.52	4,281.42	4,426.65	4,733.45
	Annual	42,188.77	43,508.40	46,277.64	47,730.27	51,377.05	53,119.85	56,801.44
U02	Hourly	24.67	25.50	27.26	28.18	30.13	31.15	33.31
	Biweekly	1,788.25	1,848.68	1,976.04	2,043.07	2,184.24	2,258.60	2,415.29
	Monthly	3,874.55	4,005.48	4,281.42	4,426.65	4,732.51	4,893.63	5,233.13
	Annual	46,494.56	48,065.71	51,377.05	53,119.85	56,790.17	58,723.53	62,797.51
U03	Hourly	27.26	28.18	30.13	31.15	33.31	34.45	36.84
	Biweekly	1,976.04	2,043.07	2,184.24	2,258.60	2,415.07	2,497.47	2,670.90
	Monthly	4,281.42	4,426.65	4,732.51	4,893.63	5,232.66	5,411.19	5,786.96
	Annual	51,377.05	53,119.85	56,790.17	58,723.53	62,791.87	64,934.30	69,443.52
U04	Hourly	30.13	31.15	32.21	34.77	36.05	37.37	39.96
	Biweekly	2,184.24	2,258.60	2,335.47	2,521.10	2,613.41	2,709.13	2,897.36
	Monthly	4,732.51	4,893.63	5,060.19	5,462.39	5,662.39	5,869.78	6,277.61
	Annual	56,790.17	58,723.53	60,722.28	65,548.64	67,948.63	70,437.37	75,331.33
U05	Hourly	32.36	33.55	34.77	37.37	38.74	40.16	42.95
	Biweekly	2,346.45	2,432.21	2,521.10	2,709.13	2,808.39	2,911.44	3,113.87
	Monthly	5,083.99	5,269.80	5,462.39	5,869.78	6,084.86	6,308.13	6,746.71
	Annual	61,007.82	63,237.58	65,548.64	70,437.37	73,018.26	75,697.56	80,960.56
U06	Hourly	34.77	36.05	37.37	40.16	41.63	43.16	46.16
	Biweekly	2,521.10	2,613.41	2,709.13	2,911.44	3,018.33	3,129.20	3,346.85
	Monthly	5,462.39	5,662.39	5,869.78	6,308.13	6,539.70	6,779.93	7,251.50
	Annual	65,548.64	67,948.63	70,437.37	75,697.56	78,476.46	81,359.19	87,018.00
U07	Hourly	37.37	38.74	40.16	43.57	45.28	47.06	50.33
	Biweekly	2,709.13	2,808.39	2,911.44	3,158.92	3,282.82	3,411.69	3,649.11
	Monthly	5,869.78	6,084.86	6,308.13	6,844.32	7,112.77	7,392.00	7,906.40
	Annual	70,437.37	73,018.26	75,697.56	82,131.89	85,353.28	88,704.06	94,876.80
U08	Hourly	40.35	41.93	43.57	47.06	48.91	50.83	53.86
	Biweekly	2,925.21	3,039.76	3,158.92	3,411.69	3,545.73	3,685.12	3,905.05
	Monthly	6,337.94	6,586.14	6,844.32	7,392.00	7,682.40	7,984.42	8,460.94
	Annual	76,055.33	79,033.65	82,131.89	88,704.06	92,188.85	95,813.09	101,531.27
U09	Hourly	43.57	45.28	47.06	50.83	52.83	54.91	58.19
	Biweekly	3,158.92	3,282.82	3,411.69	3,685.13	3,830.11	3,980.89	4,218.52
	Monthly	6,844.32	7,112.77	7,392.00	7,984.44	8,298.57	8,625.25	9,140.12
	Annual	82,131.89	85,353.28	88,704.06	95,813.29	99,582.82	103,503.06	109,681.43
U10	Hourly	47.06	48.91	50.83	54.91	57.07	59.32	62.27
	Biweekly	3,411.69	3,545.73	3,685.13	3,980.89	4,137.66	4,300.71	4,514.76
	Monthly	7,392.00	7,682.40	7,984.44	8,625.25	8,964.94	9,318.20	9,781.97
	Annual	88,704.06	92,188.85	95,813.29	103,503.06	107,579.25	111,818.43	117,383.67
U11	Hourly	51.54	54.55	57.57	60.58	63.60	66.62	69.93
	Biweekly	3,736.46	3,955.10	4,173.74	4,392.34	4,610.99	4,829.63	5,070.12
	Monthly	8,095.67	8,569.38	9,043.11	9,516.74	9,990.47	10,464.21	10,985.26
	Annual	97,148.01	102,832.58	108,517.35	114,200.92	119,885.69	125,570.46	131,823.09

7 years at Step 6 = 1 Step Increase (Special Increment)



## SCHEDULE D — RED-CIRCLING EXAMPLE

Principles of Red-Circling:

1. Step increments are used to reduce the red-circled allowance (see 2 and 4 in the example).
2. The first general increase is used to reduce the red-circled allowance (see 3 in the example).
3. Subsequent general increases are applied to the employee's salary and do not affect the red-circled allowance (see 5 in the example).

An example of how red-circling works:

1. On December 15, **2019**, an employee at group 9, step 3 is red-circled to group 6, step 3. The employee's biweekly salary at group 9, step 3 is **\$2,958.04**. The biweekly salary at group 6, step 3 is **\$2,345.30**. The difference between the two salary figures is **\$612.74**, which is the red-circled allowance.

The employee's biweekly salary is	<b>\$2,345.30</b>
The employee's red-circled allowance is	<b>612.74</b>
The employee is paid biweekly	<b>\$2,958.04</b>

2. On February 1, **2020**, the employee receives a step increase to group 6, step 4. Group 6, step 4 is **\$176.45** higher than group 6, step 3. The employee's biweekly salary is increased to group 6, step 4 (**\$2,521.75**) and the red-circled allowance is decreased by the difference between the steps.

The employee's biweekly salary is	<b>\$2,521.75</b>
The employee's red-circled allowance is	<b>436.29</b>
The employee is paid biweekly	<b>\$2,958.04</b>

3. On April 1, **2020**, there is a general increase of **2.00%**. The employee does not receive the first general increase and it is used to reduce the red-circled allowance.

The employee's biweekly salary is	<b>\$2,572.18</b>
The employee's red-circled allowance is	<b>385.86</b>
The employee is paid biweekly	<b>\$2,958.04</b>

4. On February 1, **2021**, the employee receives a step increase to group 6, step 5. Group 6, step 5 is **\$95.09** higher than group 6, step 4. The step increase is added to the employee's biweekly salary and the red-circled allowance is decreased by the amount of the step increase.

The employee's biweekly salary is	<b>\$2,667.27</b>
The employee's red-circled allowance is	<b>290.77</b>
The employee is paid biweekly	<b>\$2,958.04</b>

5. On April 1, **2021**, there is general increase of **2.00%**. The general increase is applied to the employee's salary and the red-circled allowance remains the same.

The employee's biweekly salary is ( <b>2.00%</b> increase)	<b>\$2,720.61</b>
The employee's red-circled allowance is	<b>290.77</b>
The employee is paid biweekly	<b>\$3,011.38</b>

## **APPENDIX A — HEALTH AND WELFARE BENEFITS INFORMATION**

The information in this Appendix is intended as a summary of various benefits and services. As such, it cannot contain all the details in the Collective Agreement, applicable legislation and benefits contracts.

In the event of any discrepancy or misunderstanding, benefits will be administered according to Article 56 of the Collective Agreement, the official plan documents, and the applicable legislation.

### **Medical Services Plans of B.C.**

Medical Services Plan benefits cover the cost of physician services including:

- hospital, home or office visits
- specialist services where referred by physician
- obstetrical care
- administration of anaesthetics
- diagnostic services including x-ray and laboratory services
- dental or oral surgery when required to be performed in hospital
- emergency out-of-province physician charges
- orthopaedic treatment
- special nursing services
- orthodontic care for a cleft lip and/or cleft palate as part of or following plastic surgical repair

### **B.C. Hospital Programs**

Benefits include:

- inpatient standard ward accommodation
- outpatient services
- out-of-province emergency hospital expenses to a maximum of \$75.00 per day

### **Extended Health Plan (Pacific Blue Cross)**

The Extended Health Plan pays 80% of eligible expenses up to \$1,000.00 per year and 100% of eligible expenses thereafter. The Plan also pays 100% of eligible out-of-province expenses for the first ninety (90) days of each trip. Eligible in-province expenses include:

- ambulance services in an emergency situation
- semi-private or private room charges in a Public General Hospital
- drugs and medicines legally requiring a prescription including oral contraceptives
- medically prescribed vitamins based on metabolically based vitamin deficiency

- insulin, syringes and testing supplies for diabetics and injections of Vitamin B12 for the treatment of pernicious anemia, when ordered by the attending physician
- **the full series of a shingles vaccine of the employee's/dependent's choice every five (5) years. Employees and their dependents must be over 50 years of age. This coverage begins on the date of ratification.**

Other services have a financial limit to use as follows:

<b>Service</b>	<b>Limits</b>
Chiropractor (not including x-rays)	<b>\$650.00</b> per person per calendar year <b>beginning on the date of ratification</b>
Naturopath	\$500.00 per person per calendar year (not including acupuncture)
Licensed Physiotherapist	\$700 per person per calendar year; <b>\$850.00 per person per calendar year beginning on April 1, 2023</b>
Licensed Massage Practitioner	\$650 per person per calendar year; <b>\$850.00 per person per calendar year beginning on April 1, 2023</b>
Licensed Podiatrist	\$500.00 per person per calendar year (not including x-rays or appliances)
Acupuncture	\$500.00 per person per calendar year
Speech Therapist	\$500.00 per person per calendar year
Athletic Therapist	\$500.00 per person per calendar year
Orthopaedic Shoes (when prescribed by an Orthopaedic Surgeon)	\$400.00 per adult and \$200.00 per child per calendar year (including repairs and modifications but not including orthotic devices or arch supports)
Orthotics	\$400.00 per person per calendar year
Counselling Services	<b>\$3,600.00</b> per person per calendar year <b>beginning on the date of ratification</b> ; includes licensed clinical psychologists and counsellors and therapists with a minimum of Masters level degree in a counselling related discipline such as counselling psychology
PSA Testing	100% of costs per person
Private Duty Nursing in Hospital (when ordered By the Attending Physician or Surgeon)	Private duty care for the management of an acutely ill patient by a registered nurse for a maximum of 30 days per person per calendar year
Home Care Nursing	\$1,000.00 per person per calendar year

Hearing Aids	\$2,500.00 per person over a five (5) calendar year period
Wigs and Hairpieces	Must be required as a result of medical treatment or injury; \$1,000.00 per person over a five (5) year calendar period
Corrective Lenses and Frames or Contact Lenses or Laser Eye Surgery	<b>\$650.00</b> per person every two (2) calendar years <b>beginning on the date of ratification</b> (charges for safety goggles and non-prescription sunglasses are not covered)
Optometry Exams	100% to a maximum of \$150.00 every two (2) calendar years for the employee  \$75.00 maximum every two (2) calendar years for dependants
Smoking Cessation (Drugs and Supplies)	\$500.00 lifetime maximum per person

Other services covered, with limitations, include charges for oxygen, blood and blood plasma, permanent prosthetic appliances, crutches, casts and splints, ostomy and ileostomy supplies and wheelchairs.

The lifetime maximum amount of benefits payable for a member or dependent is \$1,000,000.00.

(Please refer to your Benefits Handbook for eligible out-of-province expenses.)

### **Dental Plan (Pacific Blue Cross)**

Dental plan benefits are as follows:

100% of eligible expenses for Plan "A" (basic dentistry services) are paid for under the Plan. Plan "A" covers diagnostic, preventative and restorative services required to maintain and/or restore teeth, including:

- examinations, consultations and x-rays
- cleaning, scaling and topical fluoride applications
- fillings and extractions, including white fillings
- inlays and onlays where other material cannot be used satisfactorily
- repair and relining of fixed or removable appliances
- periodontic and endodontic services
- space retainers (when used to retain space, not for orthodontic purposes)
- mouthguards
- **gum grafting up to \$2,000 per person (employees and their dependents) per calendar year beginning on April 1, 2023**

70% of eligible expenses (**increasing to 85% on April 1, 2023**) for Plan "B" (crowns, bridges and denture services) are paid for under the Plan. Plan "B" covers major reconstruction and replacement of teeth, including:

- crowns (for rebuilding natural teeth where other restorative materials cannot be used satisfactorily)
- full or partial upper and lower dentures, once every five years
- crowns and bridges (to artificially replace missing teeth)
- replacement of crowns and bridges which were previously paid for under this Plan, but limited to once every five years.

60% of eligible expenses for Plan "C" (orthodontia services) are paid for under the Plan. Plan "C" covers orthodontic services up to \$2,000.00 per person per year (January 1 to December 31).

Employees must be covered by Pacific Blue Cross for at least one year prior to claiming expenses under Plan "C" and must have their dentist submit a completed Orthodontic Treatment Plan to Pacific Blue Cross for approval prior to commencing treatment.

#### **Group Life Insurance**

Lump sum benefit equivalent to three (3) times annual salary. There is a minimum benefit amount of \$38,000.00 **to a maximum of \$400,000.**

**In addition to the coverage above, an employee may opt to purchase up to five hundred thousand dollars (\$500,000) of additional group life insurance, at their own expense and subject to eligibility.**

**When an employee reaches the age of 71, group life insurance is reduced to a lump sum of \$10,000.**

#### **Accidental Death and Dismemberment**

Accidental death benefit payment is equivalent to two (2) times annual salary. There is a minimum benefit amount of \$38,000.00 **to a maximum of \$250,000.** The amount paid for accidental dismemberment and/or loss of use varies depending on the severity of the loss.

**In addition to the coverage above, an employee may opt to purchase up to five hundred thousand dollars (\$500,000) of additional accidental death and dismemberment insurance, at their own expense and subject to eligibility.**

**When an employee reaches the age of 71, accidental death and dismemberment insurance coverage ends.**

For more information regarding actual benefits, please consult your Benefits Handbook, the **People and Culture Division** or the Union Office.

## **APPENDIX B – LETTERS OF UNDERSTANDING**

The letters of understanding in this Appendix are all of the letters of understanding, agreement or intent entered into prior to the printing date of this Collective Agreement which constitute part of the Collective Agreement.

<b>B1</b>	<b>Pilot for Variation of Article 15 – Pre-posting Placements and Posting of Positions</b>
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B2	Joint Sub-committee of EFAP on Mental Health Terms of Reference
----	-----------------------------------------------------------------

B3	Labour-Management Committee – Terms of Reference
----	--------------------------------------------------

B4	WCB Leave Generated Vacancies
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B5	Joint Committee on Diversity
----	------------------------------

B6	Article 63 and Frozen Sick Leave
----	----------------------------------

B7	Clause 68.11(b) – Referral of Selection Grievances to Arbitration
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B8	Union Observers
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B9	Joint Harassment Committee – Terms of Reference
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B10	Language Requirement
-----	----------------------

B11	Legal Officer and Articling Student Inclusion
-----	-----------------------------------------------

B12	Definition of Incumbency
-----	--------------------------

B13	“S” Type Shift Employees
-----	--------------------------

B14	LTD and Redundancy – Article 70
-----	---------------------------------

B15	The Return-to-Work Program
-----	----------------------------

B16	Role of Peer Supports at Arbitration
-----	--------------------------------------

B17	Fair Process for Consideration of Attendance Records in Selection Process
-----	---------------------------------------------------------------------------

B18	Article 18 and Article 26 Status Types
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B19	Lateral Transfers between Status and Type within a Classification
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B20	Lateral Transfers
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B21	New Work Locations
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B22	Work-at-Home Program
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B23	Article 13 – Unpaid Union Leave
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B24	Career Progression Opportunities
-----	----------------------------------

B25 Article 26 – Extended Work Day/Compressed Work Week – Prevention

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**B26 Pilot for Variation of Article 18 Opportunities**

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B27 Pilot for Variation of RTW Program and Rehabilitation Committee Process

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B28 Joint Workload Committee

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B29 Psychological Health and Safety in the Workplace B30 Training Positions

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B31 Clause 22.12 – Dispute resolution

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B32 “Me Too”

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**B33 Market Based Competitive Compensation**

## **LOU B1 — PILOT FOR VARIATION OF 15 — PRE-POSTING PLACEMENTS AND POSTING OF POSITIONS**

### **Letter of Understanding No. B1**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

### **RE: Pilot for Variation of Article 15 — Pre-Posting Placements and Posting of Positions**

Whereas the Parties have a mutual interest in attracting and retaining a skilled workforce, the Parties have agreed to pilot the revisions set out below.

1. Articles 15 and 17 apply in their entirety unless otherwise indicated below.
2. Where a permanent or temporary position is to be filled by a sole incumbent or where all positions in a classification are vacant, the Board may decide to post the position in multiple work locations.
3. Where the Board intends to post a position with a sole incumbent, or where all positions in a classification are vacant in multiple work locations as per #2 above, the Board will send notice to the Union Office listing the work locations and the number of positions to be filled per work location where they have determined the position may be performed, prior to engaging in the Article 15 pre-posting placement process.
4. Following notice to the Union Office, the Board will follow the pre-posting placement provisions of Sub-clauses 15.01(a)(i)-(iii) only, in the filling of the position(s). If there are multiple qualified internal employees, as per Article 17, from one work location or from multiple work locations, overall highest seniority will be the determining placement factor at each phase of the pre-posting placement process in Sub-clauses 15.01(a)(i)-(iii).
5. Where the vacancy(s) remains unfilled following the pre-posting placement process in Sub-clauses 15.01(a)(i)-(iii), the Board will post the position(s) in accordance with Clauses 15.02 – 15.09, as per regular business practice; however, the Board will list the permitted work locations and number of positions to be filled per work location, as provided to the Union Office in #3 above on all internal and external posting notices.
6. Where multiple qualified internal applicants exist, as per Article 17, from the same or multiple work locations, the most senior qualified applicant(s) will be awarded the position(s).
7. The successful internal candidate(s) will indicate to the Board their desired work location(s) in preference order, from the list of permitted work locations, when they submit their application for the job posting.
8. Where a successful candidate on a multi-work location posting currently owns a position in a work location listed on the posting but they opt to assume the new position in a different listed work location, the candidate will not receive Article 54 Moving Expenses to assume the new position.



9. All other Collective Agreement provisions apply to the internal filling of this multiple work location posting unless otherwise indicated above.

The Parties agree to monitor this pilot and where adjustments need to be made, will meet to review those changes where mutually agreed.

In addition to the above Pilot, the Parties agree to meet within twelve (12) months of ratification of the Collective Agreement to discuss whether, and how, work location-based barriers may be removed on additional future postings in order to retain a skilled workforce and to attract and recruit skilled permanent and temporary employees.

This Letter of Understanding will terminate at the expiry of the current Collective Agreement unless the Parties expressly agree to renew.

**SIGNED this 16th day of November 2022:**



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Kristy Child  
For the Compensation Employees' Union

**SIGNED this 16th day of November 2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B2 — MENTAL HEALTH**

### **Letter of Understanding No. B2**

Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

### **RE: Joint Sub-committee of EFAP on Mental Health Terms of Reference**

#### **Preamble**

The Parties acknowledge that, within society as a whole, mental health is a broad and growingly prevalent health issue. WorkSafeBC and the CEU leadership will work together to promote a mentally healthy workplace.

The Parties agree that for mental health education and research initiatives to be effective, joint participation of the Employer and the Union is best practice. A joint sub-committee of the EFAP Committee on Mental Health in the Workplace ("the sub-committee") is accordingly established.

#### **Scope**

The joint sub-committee's mandate is to promote a psychologically healthy workplace.

##### **1. Purpose**

The sub-committee members will work together to:

- educate employees about mental health;
- educate managers in recognition of and response to signs of mental illness;
- use the knowledge of mental health professionals;
- identify opportunities to promote psychological well-being;
- explore issues such as research and independent assessment of individuals experiencing mental health issues.

##### **2. Structure**

- (a) The sub-committee will have equal representation and participation from the Parties consisting of at least four (4) representatives appointed by the Employer and four (4) representatives appointed by the Union.
- (b) The Parties will co-chair the sub-committee on a rotational basis.
- (c) The sub-committee will make recommendations regarding its own practices and procedures.
- (d) Minutes will be taken and circulated to all sub-committee members in advance of the next meeting.
- (e) There will be a full exchange of knowledge and information between the Parties.
- (f) Recommendations of the sub-committee will be reached by consensus.

- (g) The Employer will be responsible for all costs approved by the sub-committee related to education, and other approved sub-committee programs, initiatives and desired outcomes.
- (h) The Employer will pay the travel time and expenses of one Union-appointed representative from an out-of-town office in respect of travel to and from regular sub-committee meetings or meetings called for the purposes of developing and/or reviewing the programs and initiatives.
- (i) The sub-committee will meet as necessary at a mutually agreed-upon time, date and place.
- (j) The sub-committee will liaise with other joint committees (for example, Harassment, Drug and Alcohol, Return to Work) to identify opportunities to work together.

**3. Authority**

All recommendations developed by the sub-committee will be subject to approval by the Employer's Senior Executive Committee and the Union Executive.

**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B3 — LABOUR MANAGEMENT COMMITTEE — TERMS OF REFERENCE**

**Letter of Understanding No. B3**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

**RE: Labour-Management Committee — Terms of Reference**

The Parties hereby agree that:

1. A committee, named the Workers' Compensation Board of British Columbia Labour-Management Committee ("the Committee") is established for the purpose of promoting the resolution of workplace issues, fostering the development of work related skills, sharing information and developing a productive work environment.
2. The Committee will be comprised, in the majority, of members of the respective executive committees. The Board's Chief Executive Officer and the Union's Business Manager or their designates will be present at each meeting.
3. The Committee will meet within thirty (30) days of a request from either Party.
4. Committee meetings will constitute a forum for consultation about workplace issues affecting the Parties.
5. Committee meetings will not constitute a forum for resolving specific grievances or other differences which have been referred to a third party for resolution.
6. Discussions between the Parties which take place during Committee meetings will be privileged and without prejudice to the legal interests of either Party.
7. Minutes will be taken by a secretary provided by the Board. The minutes will essentially record joint decisions and will be signed off by the Parties.

**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B4 – WCB LEAVE GENERATED VACANCIES**

**Letter of Understanding No. B4**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

**RE: WCB Leave Generated Vacancies**

The Board hereby agrees not to post the position of an injured worker, absent on Workers' Compensation leave with pay (pursuant to Clause 34.05 of the Collective Agreement), as a permanent vacancy until such time as the Board confirms, either through formal consultation with the Worker and Employer Services Division or on the basis of medical advice, that the injured worker is unlikely to ever return to their pre-injury position and the Parties mutually agree that such a permanent position should be posted.

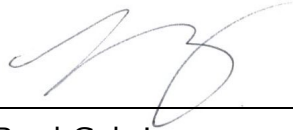
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B5 — JOINT EQUITY, DIVERSITY AND INCLUSION COMMITTEE**

### **Letter of Understanding No. B5**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

### **RE: Joint Equity, Diversity and Inclusion (JEDI) Committee**

#### **1. Preamble**

The Parties agree to establish a **JEDI** Committee for the purpose of exploring opportunities to eliminate employment barriers caused by discrimination and disadvantage; to remedy the past effects of, and prevent future, discrimination and disadvantage; and to create a workplace that reflects the equitable distribution of designated groups in the labour market. The Committee will identify and discuss issues and initiatives and make recommendations for their implementation in the workplace or for further research, analysis, and investigation. The issues and initiatives may include, but are not restricted to, the following:

- educational and awareness programs;
- support mechanisms;
- training and development programs;
- review of the current recruitment and retention process to identify and recommend changes.

#### **2. Structure**

The Committee will have equal representation and participation from the Parties consisting of four (4) representatives appointed by the Board and four (4) representatives appointed by the Union.

- (a) The Committee should be gender balanced, and participation of designated groups will be encouraged.
- (b) The Committee will be jointly chaired with the Board and Union each designating one of its representatives to act as Committee Co-Chair.
- (c) The Committee will make recommendations regarding its own practice and procedure which may include the establishment of sub-committees.
- (d) Minutes will be taken and circulated to all Committee members in advance of the next meeting.
- (e) The Board will be responsible for all costs approved by the Committee related to education, investigations and other approved Committee programs, initiatives and outcomes. The Board will pay the travel time and expenses of only one Union-appointed representative from an out-of-town office in respect of travel to and from regular Committee meetings called for the purposes of developing and/or reviewing the Committee's programs, initiatives, policies and/or procedures.

(f) The Committee will meet as necessary at a mutually agreed-upon time, date and place.

3. **Authority**

All recommendations developed by the Committee will be subject to approval by the Employer's Senior Executive Committee and the Union Executive.

4. **Employment Equity Database**

Any Equity/Diversity database information gathered by the Board will be made available to the Union upon request.

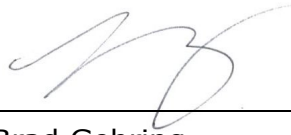
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B6 — ARTICLE 63 AND FROZEN SICK LEAVE**

**Letter of Understanding No. B6**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

**RE: Article 63 and Frozen Sick Leave**

The Parties hereby agree to the following with respect to those employees who are entitled to sick leave cash payout as per Clause 34.06 of the Collective Agreement:

1. An employee who retires may elect to receive sick leave cash payout in equivalent value as time.
2. Once such an election has been made by an employee, it may not be subsequently rescinded.
3. The time calculation will be based on the regular salary of the employee in effect on the last day the employee works for the Board.
4. During the period between the last day of work and the date established for official retirement the Board will continue MSP, Pacific Blue Cross, group life insurance, **accidental death and dismemberment insurance**, dental coverage and Superannuation contributions subject to the employee paying the usual share of costs borne by employees, but in all other respects the employee will be considered to be retired.
5. This LOU will expire when the last remaining employee who is entitled to sick leave cash payout retires from the Board.

**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC



**LOU B7 — CLAUSE 68.11(B) — REFERRAL OF SELECTION GRIEVANCES TO ARBITRATION**

**Letter of Understanding No. B7**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

**RE: Clause 68.11(b) — Referral of Selection Grievances to Arbitration**

The Parties hereby agree to the following procedure regarding the referral of selection grievances to arbitration:

1. Notwithstanding the twenty (20) working day limit in Sub-clause 68.11(b) of the Collective Agreement, all selection grievances, if referred to arbitration, must be referred within ten (10) working days of receipt of the reply at Level 1.
2. All selection grievances referred to arbitration will be referred to Judi Korbin (or an alternate agreed to by the Parties) as a single Arbitrator. The Arbitrator will commence the hearing within thirty (30) days of referral and conduct the case pursuant to Clause 68.13 Formal Arbitration.
3. At the **expiry of the current Collective Agreement**, this LOU may be renewed by mutual agreement. If no agreement is reached, the Parties agree selection grievances will be processed pursuant to Clause 68.13.

**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B8 – UNION OBSERVERS**

### **Letter of Understanding No. B8**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: Union Observers**

The Parties agree to the following guidelines regarding Union Observers.

##### **1. Confidentiality**

Observers must maintain the strictest confidentiality and under no circumstances are the panel proceedings to be discussed with any applicant, panel member, or anyone else other than a CEU staff member or Union Representative designated to act on the matter. The names of the applicants for a position are confidential.

The interview questions and other assessment tools are confidential and may not be divulged for any reason. The only person who may have access is a CEU staff member or Union Representative designated to act on the matter.

Materials and notes in the possession of a Union Observer must be kept in a secure place for the duration of a competition, unless they are in use. **Materials supplied to the Union Observer electronically may only be disseminated to the CEU office as necessary.** It is the responsibility of the Observer to ensure confidentiality of all materials.

Upon completion of the assessment process and when the successful candidate is chosen, all panel members will return all documentation received from the Board during the selection process to the **People and Culture Division**. The Observer submits all documentation during the selection process to the Union office. (See exceptions listed in section 4.)

##### **2. Testing**

Where testing is conducted prior to the meeting of a selection panel, the selection panel must share the test results summary with the Observer before the administration of the next assessment tool. The test results summary will inform the Observer of the status of each candidate — whether advancing in the competition or not.

The **People and Culture Division** will, upon request, provide the Observer with information on the circumstances of the testing process, for example, the date testing was administered, the number of candidates tested, and the instructions given. Tests and/or marking keys for tests will not be released to the Observer.

##### **3. Scheduling**

If the Observer has been appointed prior to the scheduling of the administration of the assessment tool, all schedules will be reasonably accommodated. If the Observer is appointed after scheduling has commenced or is complete, then the CEU will provide an Observer who is available for the established schedule.

The Observer will be present for assessment tools involving interaction between the panel and the candidate and/or during panel deliberations. Examples of assessment tools involving interaction are an interview, role play, or presentation, or a case study where a presentation forms part of a case study.

The CEU has the authority to choose the Observer. However, if a particular Observer will unreasonably delay the selection process, the Union office will be notified. The Union observer will have the right to sit through all panel deliberations. Management will provide reasonable notice to the Union Observer of any meeting of the selection panel. The Union Observer will be a disinterested party. The Union will endeavor to ensure that the observer is not in the same department as the vacancy nor is on a career path for the particular classification.

#### 4. **Information Given to Observers**

The Observer will receive the same package as that received by the selection panel. **The Observer will be given access to the materials in the secured electronic folder, or paper copies, as applicable.** The package may be picked up in the **People and Culture Division** prior to the administration of the first assessment tool observed.

**Paper copies of** personal information on candidates such as resumés, application forms, and background assessment questionnaires must be returned to the selection panel immediately after the candidate has been assessed. **Any paper copies of** answer keys provided to the observer for reference during the assessment process must be returned to the panel at the end of each interview or series of interviews on a given day.

#### 5. **Introduction of the Observer**

The Observer will be introduced to the candidate by the manager conducting the assessment. The Observer will explain their role in the process to the candidate.

#### 6. **Inappropriate Comments or Questions**

The Observer is not to interrupt the assessment process or be involved in the competition in any way. The panel members should not request information on the process from the Observer.

#### 7. **Reference Checks**

Once all assessment tools are administered, reference checks on the senior successful applicant are normally conducted. If the reference check confirms the successful applicant based on the selection process, the Observer need not be notified. Where new information arises from the reference check to call into question the candidacy of the successful applicant, the selection panel will reconvene and the observer will be notified of the meeting (see section 3).

#### 8. **Time Accounting**

The Observer and the selection panel will keep track of the time involved in a selection process. The hiring manager will sign off the time accounting of the Observer. All time spent by the Observer in the selection process away from their position will be coded as UOB time.

**9. Payment of Travel Expenses**

- (1) Where there is more than one work location involved for the purpose of interviews in a job competition and the Board receives a request for a Union Observer to observe the interview process, the Board will pay the travel expenses of the Union Observer. The Observer will be entitled to travel expenses as described in Article 52 of the Collective Agreement.
- (2) The Board will determine the mode of travel, which will be the most cost effective method available.
- (3) Wherever practical, the Union Observer will be someone who works in the work location of the job competition, i.e., the Union will endeavor to minimize the requirement for travel of Union Observers.
- (4) The Board will pay the travel expenses of one Union Observer, when requested, per competition. All expenses should be coded to account # 06262.
- (5) The Parties agree that all UOB time and all travel expenses will be subject to the \$10,000 cap as described in Sub-clause 13.02(g)(i) of the Collective Agreement.

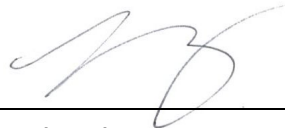
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B9 — JOINT HARASSMENT COMMITTEE — TERMS OF REFERENCE**

### **Letter of Understanding No. B9**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

### **RE: Joint Harassment Committee — Terms of Reference**

#### **Preamble**

The Parties agree to develop policy and procedures in order to ensure all Board employees enjoy the right to work in a collegial, harassment free work environment. The Parties agree that for the harassment program to be effective, it must have the joint participation of the Board and the Union. A joint Harassment Committee ("the Committee") is accordingly established, as follows:

#### **Scope**

The Committee's mandate extends to harassment arising from work-related responsibilities or work-related relationships, including those, among other examples, at Board offices and Board-related social functions, during the course of work assignments in and outside Board offices, at Board-sponsored conferences and training sessions, and during work-related travel or over the telephone.

#### **Article 1 — Purpose**

- 1.1 The Committee will develop policy and procedures with the purpose of creating and maintaining a working environment that is free from harassment.
- 1.2 The Committee will make recommendations to ensure that the Board's Harassment Program remains in compliance with the *B.C. Human Rights Code* and the *Canadian Charter of Rights and Freedoms*.
- 1.3 The Committee will develop a procedure to promote and support the education of all employees with respect to the issues of harassment.
- 1.4 The Committee will develop a complaint procedure for handling and investigating incidents of harassment. Each complaint will be handled with appropriate confidentiality and discretion.
- 1.5 The Committee will develop policy and procedures which enable employees to report incidents of harassment and to ensure protection from reprisal or retaliation.
- 1.6 The Committee will develop policy and procedures which assure just and objective investigations.
- 1.7 The Committee will recommend delegating or assigning resources, as required.

#### **Article 2 — Structure**

- 2.1 The Committee will have equal representation and participation from the Parties consisting of four (4) representatives appointed by the Board and four (4) representatives appointed by the Union.

- 2.2 The Board will designate one of its representatives to act as Committee Chair.
- 2.3 The Committee will make recommendations regarding its own practice and procedure which may include the establishment of sub-committees.
- 2.4 Each Party may appoint alternate members to serve as replacements for absent members. The names of alternate members will be submitted, in writing, to the Chair in advance of their attendance at any Committee meeting.
- 2.5 Minutes will be taken and circulated to all Committee members in advance of the next meeting.
- 2.6 Recommendations of the Committee will be reached by consensus.
- 2.7 The Board will be responsible for all costs approved by the Committee related to education, investigations and other approved Committee programs, initiatives and outcomes. The Board will pay the travel time and expenses of only one Union appointed representative from an out-of-town office in respect of travel to and from regular Committee meetings called for the purposes of developing and/or reviewing the Committee's programs, initiatives, policies and/or procedures.
- 2.8 The Committee will meet as necessary at a mutually agreed upon time, date and place.

**Article 3 – Authority**

All recommendations, policies and procedures developed by the Committee will be subject to approval by the Board Senior Executive Committee and the Union Executive.

**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B10 – LANGUAGE REQUIREMENT**

### **Letter of Understanding No. B10**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: Language Requirement**

When the Board determines a language in addition to English is required for a position, the following will govern the establishment of a requirement and payment for the position:

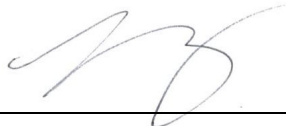
1. The position will be posted as a separate classification, identifying the requirement for language proficiency in the title (e.g., "Service Expediter – Punjabi"). In addition to dealing with "regular" claimants, employers, etc., the employee will be responsible to conduct work within their work area for speakers of the language identified. The establishment of such a classification must meet the test of bona fides.
2. In addition to meeting the standard competencies for the position, applicants will be tested for oral and/or written proficiency in the language, likely by an external agency with expertise in the area. The Board reserves the right to retest employees at any time whom it believes are not meeting the proficiency requirement. At a minimum, employees in such a position will be retested every three (3) years.
3. Vacancies will be posted, and applicants will be hired, in accordance with the Collective Agreement, subject to satisfying the requirement for proficiency in the second language as well as the posted job requirements.
4. In recognition of the unusual nature of this requirement, salary will be derived by adding a premium of 5% to the wage rate of the basic position.
5. The provisions of Article 38 will not apply to such a position within their own work unit. However, if the employee is called to translate from the list, they will receive the appropriate Article 38 payment.

**RENEWED this 16th day of November  
2022:**



Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B11 – LEGAL OFFICER AND ARTICLING STUDENT INCLUSION**

### **Letter of Understanding No. B11**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: Legal Officer and Articling Student Inclusion**

It is agreed that the Legal Officers and Articling Students are brought within the scope of the existing Collective Agreement, varied only by the following:

##### **1. Seniority**

Seniority in the bargaining unit is to commence September 1, 1994 or, if employment commenced after that date, the employee's start date. Seniority accrual will be calculated as per Article 21.

##### **2. Strike/Lockout**

The Parties agree that Legal Officers are covered by Article 7 of the Collective Agreement. In the event of a strike/lockout involving the Board and the Union, these employees will not normally be required to work; however, where there are duties pursuant to the professional conduct handbook, the Legal Professions Act, the Law Society Rules and rulings or any other related laws, Legal Officer(s) will attend to such duties during the strike/ lockout.

##### **3. Salaries and Benefits**

*See also Schedule C – Salaries*

With the exception of vacation entitlement (where any superior provision will be grandparented), benefits will be as per the Collective Agreement.

##### **4. Hours of Work**

Hours of work for Legal Officers will be in accordance with the Collective Agreement as it applies to "B" type employees. The only exception will be hours of work on weekends and hours in addition to 36¼ hours per week related to immediate trial preparation. These hours will be credited at straight time rates and purged in accordance with Sub-clause 26.02(d).

##### **5. Movement up the Scale**

Progression from one level of Legal Officer to another will be based on the assessment of the General Counsel (or designate) of the Legal Officer's demonstrated ability and competence in their current position, and their readiness for the work of the more senior level.

Movement from Legal Officer 1 to Legal Officer 2 will normally occur within two (2) years, with the onus on the Board to justify insufficient progress in the event this is withheld. Movement from Legal Officer 2 to Legal Officer 3 will normally occur within a further three (3) years. The General Counsel or designate will determine the conditions and standards, which must meet the test of bona fides, for movement from Legal Officer 2 to Legal Officer 3. Upon demonstration of satisfying the conditions and standards, the onus will shift to the Board to justify non-promotion to the Legal Officer 3. The decision not to promote a Legal Officer 1 or 2 will be grievable upon expiration of the above time periods.



**6. Articling Students**

Articling Students are a separate category of temporary employees. Their salaries will be set at a minimum of Step 1 of Pay Group 1, and all other rights and benefits will flow from Article 20, except that:

- (a) they have no rights to recall; and
- (b) they will not be regarded as in-service candidates for Legal Officer positions.

The Parties agree that Articling Students can be selected from outside the Board without a posted position and are subject to release after the term of their Articles. Articling students may voluntarily avail themselves of learning opportunities which take them beyond the hours in a normal work day or work week.

The Parties agree that should their full annual vacation or ETO not be available due to the requirements of their Articles, it will be paid out after the term of their Articles. Leaves of all types are subject to rulings by the Credentials Committee of the Law Society of British Columbia, and it is the responsibility of the Articling Student to ensure compliance with the requirements of the Law Society for completion of the months of service required to be called to the Bar during or at the end of the term of the Articles.

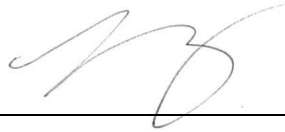
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## LOU B12 – DEFINITION OF INCUMBENCY

### Letter of Understanding No. B12

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### RE: Definition of Incumbency

Incumbency for the purposes of Article 24 and Sub-clause 15.01(a) (vi) will be activated one (1) month from the date of acceptance of a position or on the date of assuming the new position, whichever comes first. The Parties agree to the following with respect to other articles and clauses in the Collective Agreement that may be affected by this definition of incumbency. The scenarios below each refer to the situation when one month has passed since the employee has accepted a position but has not assumed the position and the delay is by decision of the Board.

1. **Clause 17.07** – Should the employee be successful on another position through the lateral transfer process and subsequently exercise their rights under Clause 17.07, the position they revert to is the previous position, not the new classification in the previous work location.
2. **Article 18** – The employee is eligible for Article 18 opportunities in their previous department and is not eligible for Article 18 opportunities in the new department that they have yet to enter.
3. **Article 51** – The employee is eligible for Article 51 opportunities in the new position and is not eligible for Article 51 opportunities in the previous position.
4. **Article 60** – The employee is eligible for Article 60 opportunities in their previous position and is not eligible for Article 60 opportunities in the new position that they have yet to enter.
5. **Article 70** – The employee will be included in the new classification should it be affected by a declaration of redundancy under Article 70. They will not be included in their previous classification should it be affected by a declaration of redundancy.
6. **Clause 72.01** – The employee will be eligible to propose to enter a job sharing arrangement with another incumbent who holds the new position on a permanent basis. The job sharing arrangement if approved, however, will not commence until the employee has undertaken the duties in the new classification.

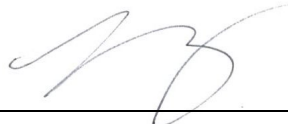
Should there be any dispute between the Parties with respect to any other Clause(s) in the Collective Agreement affected by this definition of incumbency, the Parties will work to resolve the issue in the spirit and intent of the above examples and/or forward the issue to an independent third party for binding resolution.

**RENEWED this 16th day of November  
2022:**



Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B13 – “S” TYPE EMPLOYEES**

**Letter of Understanding No. B13**

BETWEEN: Workers’ Compensation Board of B.C. (“the Board”)

AND: Compensation Employees’ Union (“the Union”)

**RE: “S” Type Employees**

The Parties hereby agree, to the following both with respect to “S” Type employees and issues involving Article 26:

1. On a posting for an “S” Type position, the Board will indicate the work schedule of the position. The Board will also provide information to applicants indicating that the work schedule may change from the afternoon shift to an existing day shift and vice versa.
2. Where either training or a temporary requirement necessitate an alternate work schedule, the Board will provide this information on the posting, indicating the expected time frame. At the end of this time, the employee will move to the posted work schedule.
3. “S” Type employees can be changed from the afternoon shift to a day shift between the hours of 7:00 a.m. and 5:00 p.m. and vice versa.
4. “A” Type or “B” Type part-time employees who work between the hours of 7:00 a.m. and 5:00 p.m. are not included in the calculation of the percentage cap outlined in Sub-clause 26.03(b)(v).

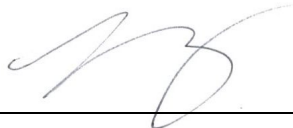
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees’ Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers’ Compensation  
Board of BC

**LOU B14 – LTD AND REDUNDANCY – ARTICLE 70**

**Letter of Understanding No. B14**

BETWEEN: Workers’ Compensation Board of B.C. (“the Board”)

AND: Compensation Employees’ Union (“the Union”)

**RE: LTD and Redundancy – Article 70**

The Parties agree without prejudice or precedent to any position they may take in future similar or identical circumstances to the following:

1. If an employee is off on sick leave, WCB or long-term disability (LTD) for less than 24 months, the employee still has rights to their substantive position. Should the employee’s position be declared redundant while off on leave, the employee upon their return to work, will go through Article 70 based on the permanent classification that they held prior to going on LTD.
2. If an employee is on LTD for greater than 24 months, the employee will no longer have rights to their position in accordance with Clause 22.11. Should the employee’s former position be declared redundant after the employee has exceeded 24 months on LTD, the employee would be placed through Clause 15.01 as a pre-posting placement and will not go through the Article 70 process.
3. If an employee’s position is declared redundant prior to going on LTD and the period of time on LTD has exceeded 24 months, the employee, upon their return to work, will go through Article 70 based on the permanent classification that they held prior to going on LTD. The Parties will review these cases to ensure there are no extenuating circumstances which may require a different approach.
4. Under point 3, the employee would be expected to complete their trial return to work and be in a stable situation with respect to their disability prior to going through Article 70. Should the employee not be interested in completing their trial return to work and would like to proceed immediately to the process under Article 70, the Parties will review the individual’s request and make a determination.
5. An employee who has been permanently accommodated and red-circled through Article 22 and their placement position is subsequently declared redundant, will go through the Article 70 process from the same or next closest pay group up to their red-circled rate, plus their red-circled rate is protected in any position they secure until they voluntarily post out of the position.

**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees’ Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers’ Compensation  
Board of BC

## **LOU B15 – THE RETURN-TO-WORK PROGRAM**

### **Letter of Understanding No. B15**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: The Return-to-Work (RTW) Program**

##### **1. Program Governance**

The Parties acknowledge the importance of a program that assists employees, absent due to illness or injury, and/or in need of employment accommodation, to return to work or to continue working in a safe and timely manner. To this end, a Return-to-Work Program ("the Program") has been jointly established and funded by the Board.

- (a) The Parties will set policies and procedures for the Program by consensus.
- (b) Return-to-Work Coordinator(s) ("the Coordinator(s)") will be jointly selected by consensus of the Parties. The Coordinator(s) who are bargaining unit employees will be managed by the Board in every aspect, except the appointment process. The Parties will jointly determine when the Coordinator(s) appointment is to be concluded.
- (c) The Board is responsible for managing all the administrative functions of the Program, including provisions of all resources, costs, equipment, etc.
- (d) The Board will be responsible for all organizational adjustments (budget, staffing, operational factors, etc.) required for implementation of RTW plans approved by the Coordinator(s).
- (e) The Coordinator(s) will provide the Parties with statistical information on the Program and will forward any issues on process requiring joint resolution to the RTW Steering Committee.

##### **2. Program Delivery**

- (a) The Coordinator(s) will have responsibility to coordinate return to work for:
  - (i) Employees on LTD, especially those to whom Clause 22.13 applies;
  - (ii) Employees receiving Workers' Compensation benefits; and
  - (iii) Employees on Article 34 sick leave where there is sufficient medical information to determine the likelihood of the disability or illness having an impact on long-term employment. Subject to agreement by the Parties, the Coordinator(s) may have responsibility for preventative interventions.
- (b) The Coordinator(s) will provide advice, guidance and assistance to all Board employees. Participation in the Program is voluntary, subject to the terms of Clause 22.13 for employees on LTD.
- (c) When an employee is receiving Workers' Compensation Board benefits and the Board determines that the worker has recovered sufficiently to perform some duties for the

Board, the Board Officer responsible will liaise with the Coordinator(s) to identify the type and scope of rehabilitative employment suitable for that employee.

- (d) The Coordinator(s) will use a program manual and educational programs to assist all Board employees in understanding and using the Program.
- (e) The Coordinator(s) will systematically evaluate the efficacy of the Program on an ongoing basis. Such evaluations will be shared with the Parties.
- (f) The Return-to-Work Steering Committee, with equal representation from the Board and Union, will meet as required to oversee the work of the Coordinator(s) and to lend assistance and guidance.

### **3. Rehabilitation Committee**

The Board and the Union ("Parties") have recognized the importance of early intervention in assisting the return to work of employees who are ill, injured and/or in need of accommodation. For employees on long-term disability, a formal mechanism (the Rehabilitation Committee) exists which defines the nature and extent of that intervention. No such formal mechanism exists for employees who are disabled and in receipt of sick leave, WCB benefits or for those employees who are disabled and whose health is deteriorating such that their ability to remain at work is in jeopardy. Therefore, the Parties have agreed this situation requires redress as follows:

- (a) The Rehabilitation Committee as constituted in Clause 22.13 will be designated as a technical resource for the Coordinator(s) and the Program.
- (b) In addition to the employees outlined in Article 22 the Rehabilitation Committee may review cases where accommodation is required for employees in receipt of sick leave or WCB benefits as well as those whose health jeopardizes their ability to remain at work.
- (c) The employee must be under the regular and personal care of a legally qualified doctor of medicine. The employee must follow prescribed treatment programs. The Coordinator(s) will have the right to request further medical information.

### **4. Rehabilitation/Return-to-Work Assignments and Salary**

- (a) The Board will have authority to assign the employee, should the employee recover from disability, to any position the Rehabilitation Committee deems to be within the employee's competence. This may also be rehabilitative employment on a part-time or full-time, temporary or permanent basis.
- (b) The assignment will be to whatever duties the Rehabilitation Committee deems appropriate and within the employee's capabilities. However, it is the objective of this process to accommodate the employee in the same or similar position to the one the employee held at the time the need for accommodation was identified where possible.
- (c) Permanent employees will be paid the rate for the position assigned or, if the position assigned is of a lower salary than the employee's regular job, the employee's salary will be administered according to the procedures outlined in Clause 36.08.

- (d) Temporary employee's rate of pay will be determined by the Parties on an individual basis.
- (e) If the assignment to work is less than full time, the salary paid will be proportional to time worked and either sick leave or WCB benefits will be paid for the proportion necessary to complete a regular working day. Where these benefits have been exhausted, the employee will be eligible to apply for LTD under Article 22 and the carrier will determine their eligibility on a case-by-case basis.
- (f) The Board agrees not to post the position of an injured worker, absent on Workers' Compensation leave with pay (pursuant to Clause 34.05 of the Collective Agreement), as a permanent vacancy until such time as the Board confirms, either through formal consultation with the Worker and Employer Services Division or on the basis of medical advice, that the injured worker is unlikely to ever return to their pre-injury position and the Parties mutually agree that such a permanent position should be posted.

#### **5. Return-to-Work Information Control**

- (a) The Parties agree that all communication, in whatever form, to or from the Coordinator(s) or the Administrator which relates to participation in, or potential participation in the Program, is confidential.
  - (i) During the RTW process information may be disclosed by the RTW Coordinator(s), as guided by the RTW Manual. Individuals receiving this information must take measures to protect any information provided to them within the RTW process. The Parties will ensure their agents or representatives are aware of this obligation.
- (b) An employee is entitled to a copy of their own RTW file at any time, on written request.
- (c) Inactive RTW files will be stored in a locked cabinet. In the event of employee resignation, termination, retirement or death, the file will be destroyed by the Coordinator(s).
- (d) In the event the joint RTW Program is dissolved, the RTW files will be dispersed by the Coordinator(s). All personal information will be made available for pickup by the employees concerned. The Union and Board will receive copies of any active or permanent accommodation agreements. All other documents will be destroyed by the Coordinator(s) or the Administrator — LTD, RTW and WCB. Unclaimed documents will be destroyed.
- (e) The Parties acknowledge that such information may be subject to production by way of statute. Where such information is sought by way of subpoena or other such order, this Agreement will not apply.
- (f) The Parties further acknowledge that this Agreement is not intended to interfere with the right of the Employer to obtain medical information for the purposes of

establishing entitlement to sick leave pursuant to Article 34 of the Collective Agreement.

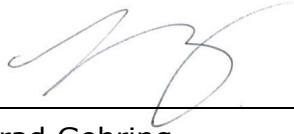
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC



## **LOU B16 – ROLE OF PEER SUPPORT AT ARBITRATION**

### **Letter of Understanding No. B16**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: Role of Peer Supports at Arbitration**

The Parties have agreed to implement a Peer Support Program as part of the administration of their joint Alcohol and Drug Policy; The role of the Peer Support is to assist employees with substance addiction issues by providing the employee with information on WorkSafeBC's policy, EFAP, as well as other services available to the employee;

Peer Supports are governed by the WorkSafeBC *Standards of Conduct* and the *Workers Compensation Act*;

The Parties have agreed that all interactions, conversations and exchanges of information between an employee and a Peer Support will remain confidential except in circumstances where the Peer Support learns of a hazard that they consider is likely to endanger an employee or any other person;

The Parties agree to the following with respect to a Peer Support's obligation to testify at a grievance or arbitration hearing:

1. Peer Supports will not be asked or summoned to testify at a grievance or arbitration hearing by either Party.
2. During a grievance or arbitration hearing, the Employer and the Union (including grievors) will not refer to, or give evidence regarding any interactions, conversations or exchanges of information between an employee and a Peer Support.
3. This Letter of Understanding may be rescinded by either Party by providing thirty (30) days' written notice.

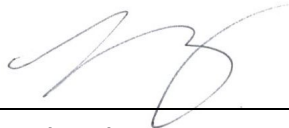
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B17 — FAIR PROCESS FOR CONSIDERATION OF ATTENDANCE RECORDS IN SELECTION PROCEDURES**

### **Letter of Understanding No. B17**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: Fair Process for Consideration of Attendance Records in Selection Procedures**

1. During the selection process, the Employer may consider an employee's sick leave record in accordance with the terms of this Agreement. The purpose of the assessment is to determine whether the employee will be capable of meeting the attendance standard required in the new job. In the normal course, the consideration of the sick leave record will occur after the employee has been found to have met the KSAs/SAs required. Where the Employer varies this practice, it will advise the Union, and if the Union takes exception, the issue will be referred to Arbitrator Korbin or an alternate arbitrator agreed upon by the Parties for a decision. The sick leave record includes all absences for which the employee has drawn from their sick leave bank, and also sick leave without pay occurrences.
2. The Employer's usual expectation for employee attendance is "regular and punctual" attendance.
3. In respect of all positions to which the "regular and punctual" standard applies, the WCB may review attendance records for the purposes of selection of applicants and only when their sick leave record in either of the two twelve-month blocks of time immediately prior to the date of review is 50% above the Board-wide average, based on the previous year's average, and in accordance with this Agreement.
4. The features of certain jobs, which are the exception to the norm (see paragraph 2), require better than average attendance. The Employer will provide notice to the Union in advance of any posting of such job with a brief explanation. The Employer may review the attendance records for any applicant for such a position in accordance with this Agreement.
5. The Employer will advise employees on a posting of the attendance requirements. As well, all employees will be advised through the Attendance Awareness Program that poor attendance may reduce opportunities in the selection process.
6. In any case in which the applicant's sick leave record becomes an issue, the Employer will in the normal course provide the employee an opportunity to discuss and explain their sick leave record and to provide any medical evidence that the employee believes is relevant to the discussion. The employee has the right to Union representation upon request at such discussion. Where the Employer rejects an application based on the applicant's sick leave record, it will advise the Union.
7. The Parties agree to an expedited dispute resolution process where the Union grieves either:
  - (a) that a position was designated unreasonably as a "better than average" position; or
  - (b) the employee was improperly rejected for selection by the Employer based on the employee's sick leave record.

It is agreed that Judi Korbin or an alternate arbitrator agreed to by the Parties will have jurisdiction to deal with such grievances in an expedited process which may include written submissions only, or may include brief evidence, depending on the particular case. The Parties will make their best efforts to handle such grievances without benefit of outside counsel.

8. In considering whether a position justifies a better than "regular and punctual attendance", Arbitrator Korbin, or her alternate, will have regard for all relevant evidence brought before her by the Parties, including, where applicable, evidence:
  - whether the position is integral or critical to the functioning of the WCB;
  - whether there are other employees who could perform the functions of that position, and whether such employees are reasonably available;
  - whether the work performed in that position is in a context whereby time is of the essence in its completion and delivery;
  - the impact of an absence from the position on the operations of the WCB;
  - any other relevant evidence.
9. Except for as outlined in paragraph 5, nothing in this Consent Order will have any impact on the Employer's current Attendance Awareness Program. Nor will it affect any current incumbent in a "better than average" job as referred to in this Agreement.
10. Grievance 2009-G-043 is resolved.
11. This Agreement will be in the form of a Letter of Understanding under Appendix B of the renewed Collective Agreement.

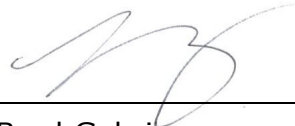
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B18 – ARTICLE 18 AND ARTICLE 26 STATUS TYPES**

**Letter of Understanding No. B18**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

**RE: Article 18 and Article 26 Status Types**

The Parties hereby agree to the following with respect to the application of Article 18 and issues involving Article 26 status types:

1. Where the Board offers an opportunity through Article 18 it will identify the Article 26 type ("A", "B" or "S") associated with the position which is the subject of the Article 18 opportunity.
2. An employee who is successful on an Article 18 opportunity will assume the Article 26 type associated with the back-up opportunity for the duration of the assignment.
3. When the Article 18 assignment ends the employee will return to their permanent position and resume the Article 26 type associated with the permanent position.

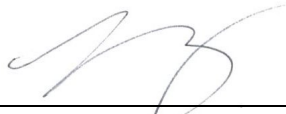
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B19 – LATERAL TRANSFERS BETWEEN STATUS AND TYPE WITHIN A CLASSIFICATION**

**Letter of Understanding No. B19**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

**RE: Lateral Transfers between Status and Type within a Classification**

The Parties confirm the following process will be applied for lateral transfers:

1. Employees who are full-time "S-type", "A-type", or "B-type" incumbents in a classification can lateral transfer to a different type of position in the same classification as per Sub-clause 15.01(a)(vi). The successful candidate would then assume the type of position that is the subject of the vacancy and would not retain their earlier status.
2. Full-time employees in the classification that has a part-time vacancy are entitled to lateral transfer under Sub-clause 15.01(a)(vi).
3. (a) Part-time employees in the classification that has a full-time vacancy are entitled to lateral transfer rights as noted above under #1, provided these employees held the same classification on a full-time basis immediately prior to holding their part-time position.  
(b) Part-time employees who entered the classification as part-time employees must bid on the full-time posted position in seniority order with all other applicants for the position.
4. All lateral applicants including those eligible through Sub-clause 15.01(a)(vi) and 1, 2, and 3 (a) above are processed in seniority order.

**RENEWED this 16th day of November 2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November 2022:**



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Brad Gehring  
For the Workers' Compensation Board of BC

**LOU B20 – LATERAL TRANSFERS**

**Letter of Understanding No. B20**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

**RE: Lateral Transfers**

The Parties agree to the following regarding lateral transfers:

When filling a vacancy the Board will first complete the pre-posting process pursuant to Clause 15.01. If the vacancy is not filled the Board will then post the position pursuant to Clause 15.02 and if necessary re-post pursuant to 15.05(a). The preceding steps complete the pre-posting placements and posting of positions cycle. If the position still remains unfilled after the first re-posting, the Board will determine if there are any employees eligible to be placed in the position pursuant to Clause 15.01 prior to the continuance of the posting process under Article 15.

**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B21 – NEW WORK LOCATIONS**

**Letter of Understanding No. B21**

BETWEEN: Workers’ Compensation Board of B.C. (“the Board”)

AND: Compensation Employees’ Union (“the Union”)

**RE: New Work Locations**

1. Further to Clause 4.04, when the Employer identifies a new work location and determines that no facility is available or practical, the Employer will designate a reference point to be used for the purpose of administering all Collective Agreement rights which flow from a work location.
2. Prior to establishing a new work location, the Employer will consult with the Union to resolve issues arising from the creation of a new work location including, but not limited to:
  - how the location will be staffed;
  - use of Board vehicles (personal mileage, vehicle maintenance);
  - administrative days in other work locations;
  - the cost of telephone lines and internet connections;
  - completion of a safety risk assessment and access to a safety committee;
  - support facilities (photocopiers, fax, clerical support, postal address);
  - local standby issues;
  - availability for call-out;
  - workers’ ability to attend meetings (grievance hearings, safety meetings, regional meetings).
3. Where new work locations are established, the Collective Agreement will be amended as applicable.

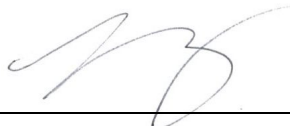
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees’ Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers’ Compensation  
Board of BC

## **LOU B22 – WORK AT HOME PROGRAM**

### **Letter of Understanding No. B22**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: Work-at-Home Program**

#### **General Principles**

1. Working **At Home (or Work At Home)** is defined as: "carry(ing) out regularly assigned duties at home, **or other employer-approved residence/non-WorkSafeBC facility, within British Columbia.**" ("**WAH**")

The terms of this Letter of Understanding (LOU) shall replace the language presently contained in Article 73. All employees performing work at home are required to do so under the terms of this LOU.

2. The Parties agree that the work-at-home arrangements contemplated by this Agreement are situations in which employees may be permitted to work at home, **in a hybrid combination of WAH and work in the employee's office location**, where such **Work At Home** would be operationally beneficial.
3. WorkSafeBC ("**WSBC**") is not required to permit employees to **Work At Home**. WorkSafeBC will identify departments and/or classifications or particular positions that may participate in the Work at Home Program. **These departments and/or classifications or particular positions will be communicated to the Union, in writing.** The terms of this Agreement will apply to those identified to participate.
4. **Outside of a regular WAH schedule, where WSBC requires one (1) or more employee(s) in a particular classification, department, and work location to work in the office, due to bona fide operational requirements, WSBC will seek volunteers within that classification, department, and work location to work in the office. If, however, there are insufficient volunteers, WSBC will assign employees within that classification, department, and work location in reverse seniority order to work in the office. The parties may mutually agree to alter this assignment process where, for example, a junior employee is not yet qualified to perform all the in-office duties required.**
5. **Where a WAH is denied by WSBC, WSBC will send a letter explaining the operational reasons for the denial and any seniority-based assignments made in #4 above, if applicable, to the requesting employee. This letter will also be sent to the Union Office.**
6. WorkSafeBC shall notify the Union should areas no longer be eligible to participate in the Work At Home Program.
7. The terms of this Letter of Understanding are not applicable to work performed under non-standby call-outs (Article 26.04) and standby (Article 30), or accommodations arranged as per item **#42**.



8. The Employer shall maintain a record of those employees **Working At Home** and will copy the Union on all denials.

### **Eligibility and Approval Process**

9. Working **At Home** is voluntary and must be mutually agreed to by the manager and the employee.
10. Employees do not have the right to **Work At Home**, nor do managers have the right to require employees to **Work At Home**.
11. Employees within the identified classifications or positions in a department participating in the Work-at-Home Program may make a request to their manager to **Work At Home**.
12. The employee's request must describe how the proposed arrangement will ensure the work is effectively and efficiently performed.
13. In making the discretionary determination as to whether **Work At Home** would be operationally beneficial or not, management will consider each request in good faith, on a case-by-case basis, on its own merit, and will consider the following factors:
  - (a) whether the **WAH** arrangement would maintain or improve service or productivity;
  - (b) the nature of the position, job duties, and the nature of the work the employee seeks to do at home, including the level of sensitivity of any personal information involved in the work;
  - (c) the impact of the **WAH** arrangement on colleagues, clients and team members;
  - (d) the employee's suitability, as per documented evidence of past and present levels of performance;
  - (e) nature of equipment and supplies associated with the employee's request to **WAH**, including whether any additional cost would be incurred by WorkSafeBC in permitting this work to be performed at home;
  - (f) method and frequency that the employee will be accessible to the manager during the workday.
14. If approval is granted to **WAH**, then it is limited to the particular circumstances in which it is granted. Therefore, employees do not have the right to "carry" the approval to work at home beyond these circumstances. Approval to **WAH** in a specific circumstance does not imply that such approval will be granted in the future **in another position**.

### **Employee Status and Benefits**

15. An employee participating in a **WAH** arrangement will remain entitled to all of the terms of the Collective Agreement, where applicable, unless modified in the LOU.
16. An employee's job responsibilities and performance standards will not change due to participation in a **WAH** arrangement.

### **Hours of Work and Meal Allowance**

17. The hours of work for an employee **Working At Home** will be established within the boundaries of the Collective Agreement.
18. Article 29 (Meal Allowances) will not apply to an employee **when they are Working At Home**.

## **Accessibility of Employees and Requirement to Return to Office Workplace**

19. **An employee can cancel an individual WAH arrangement upon providing a minimum of forty-five (45) calendar days' notice to WSBC. Where an employee has reasonable grounds to request the cancellation of the WAH arrangement with less than the minimum forty-five (45) calendar days' notice, WSBC will attempt to accommodate such a request, subject to operational requirements.** The effect of this cancellation is simply that the employee will be required to complete their work in their office workplace, or other locations as directed, as opposed to at home **or the other employer-approved residence(s)/non-Board facility(s).**
20. **WSBC may suspend or cancel an employee's WAH arrangements:**
  - (a) **with just cause;**
  - (b) **if WSBC places the employee on a performance improvement plan;**
  - (c) **if the employee is within their probationary period; or,**
  - (d) **due to operational requirements, upon the provision of forty-five (45) calendar days' written notice to both the employee and the Union. This notice will include the operational reasons for the suspension/cancellation.**
21. **WAH arrangements may be altered through mutual agreement of the manager and employee at any time.**
22. In circumstances where a manager requires an employee to attend at the employee's office workplace, this would be considered a normal workday, and mileage will not be paid for travel back to the regular work location.
23. **WSBC will provide a minimum of five (5) working days' notice to an employee to attend at their WSBC office.**
24. **Where WSBC has not provided a minimum of five (5) working days' notice to the employee to attend at their WSBC office, as required above, and no bona fide emergency exists, time spent commuting from their WAH location to their WSBC office will be considered work time to comply with WSBC's short-notice request.**
25. **Notwithstanding #23 and #24 above, WSBC may require an employee to attend at their WorkSafeBC office workplace in accordance with the timelines of Clause 23.04. In instances where WSBC invokes Clause 23.04, employee commuting time will not be considered work time as per #24 above.**
26. **Where an employee participating in a WAH arrangement wishes to work in their WSBC office workplace on a given day, and where such attendance in the office has not been requested by WSBC, the employee may book workspace on a first come, first served basis, as office space permits.**

## **Health and Safety**

27. Employees are responsible for providing a workspace that meets WorkSafeBC's normal occupational health and safety standards for a **WAH** office. To assist the employee in meeting those requirements, all individuals who become involved in the **WAH** program must go through a hazard assessment (including ergonomics) and conduct an assessment of the potential for

hazards in the work area of the home. This information will be made available to employees to complete during work hours.

28. Employees will be responsible for completing and returning to their manager a hazard checklist before commencing work at home.

### **Costs**

29. WorkSafeBC will not normally incur any additional costs as a result of a **WAH** arrangement.
30. **WSBC will not incur increased costs related to the travelling expenses, the use of personal vehicles, and moving expenses, as a result of an employee participating in a WAH arrangement. The parties agree that additional costs to WSBC as a result of an employee's WAH arrangement would constitute a bona fide operational reason as per #20(d) above.**

### **Technical Support**

31. WorkSafeBC will not be responsible for the maintenance, service or replacement of any items, not provided by WorkSafeBC, that employees may utilize while **WAH** — including but not limited to, computer and computer equipment (including hardware and software), internet connection, electronic equipment, telephone and voicemail system/answering machine, and furniture.
32. WorkSafeBC will service any WorkSafeBC-supplied computer equipment it provides to employees to **WAH** via its "Help Desk" services. WorkSafeBC will not attend employees' homes to service any equipment.

### **Work Disruptions**

33. **In the event an employee WAH experiences technical disruption or power outage while performing work, the employee will report the disruption to their manager as soon as possible. WSBC may require the employee to temporarily relocate to the nearest WSBC office location, or other mutually agreed location, to continue work, provided the employee can relocate to that location before the end of their scheduled shift (or normal working hours in the case of a B Type employee). In any event, the employee will be paid for their full daily shift (or normal daily working hours of the B Type employee) on the working day on which the disruption begins.**
34. **In the event of a strike or lock-out affecting employees covered by the terms of this Collective Agreement, all WAH arrangements will be suspended until the labour disruption has been resolved. Upon suspension of a WAH arrangement under these circumstances, the employee will return all WSBC property, including equipment, materials, and assigned work, to the employee's WSBC office location.**

### **Other Responsibilities of Employees**

35. Employees are responsible for ensuring that the **WAH** arrangement is consistent with all municipal or regional district bylaws and regulations, and does not contravene any rental or lease arrangements, homeowner or strata agreements, or homeowner or tenant insurance policy.

- 36. Employees must not permit or allow, either directly or indirectly, any work-related meetings or visits to take place in person at the employee's **WAH workplace**.
- 37. Employees are responsible for any costs of utilities associated with the **WAH** workplace.
- 38. Employees are responsible for ensuring that dependent care arrangements are in place, in order to allow the employee to work in a distraction-free environment.
- 39. Employees are responsible for complying with all applicable legislation and WorkSafeBC policies, including but not limited to the Freedom of Information and Protection of Privacy Act, the Workers Compensation Act and Occupational Health and Safety Regulation, the Standards of Conduct, and the Information Asset Protection Policy.

**Security/Confidentiality**

- 40. Employees will assume responsibility for the safe and secure conduct of all electronic devices, files and/or any and all materials containing personal information which are in the employee's care.
- 41. Employees must protect the privacy and security of personal information in accordance with the Policy Protecting Personal Information Outside the Office.

**Disability Accommodations**

- 42. WorkSafeBC may arrange a work-at-home arrangement as part of an accommodation. This process will be facilitated outside of this Agreement.

**The Parties have had discussions regarding the future potential whereby under a WAH arrangement, an employee may live and work outside BC but still within Canada. The Parties may introduce a revision to the WAH Program, by mutual agreement, to implement such a change.**

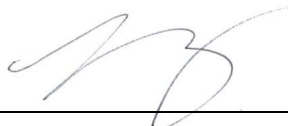
**Within 12 months following ratification of the Collective Agreement, the Parties agree to meet to review any concerns (including costs) relating to the WAH Program. Where such concerns exist, the Parties will revisit provisions of this LOU to address those concerns.**

**RENEWED this 16th day of November  
2022:**



Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B23 – ARTICLE 13 – UNPAID UNION LEAVE**

**Letter of Understanding No. B23**

BETWEEN: Workers’ Compensation Board of B.C. (“the Board”)

AND: Compensation Employees’ Union (“the Union”)

**RE: Article 13 – Unpaid Union Leave**

1. Provided advance notice is given, unpaid leave of absence without loss of seniority or benefits will be granted, where practical giving consideration to operational impact, to non-union representatives to attend union sponsored functions or meetings.
2. The employee will provide written notice to their immediate manager at least seven (7) calendar days in advance.
3. The Board will maintain the employee’s regular salary and the Union will reimburse the Board.
4. This Letter of Understanding will terminate at the expiry of the current Collective Agreement.

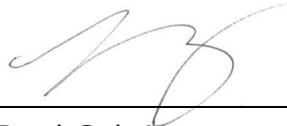
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees’ Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers’ Compensation  
Board of BC

**LOU B24 – CAREER PROGRESSION OPPORTUNITIES**

**Letter of Understanding No. B24**

BETWEEN: Workers’ Compensation Board of B.C. (“the Board”)

AND: Compensation Employees’ Union (“the Union”)

**RE: Career Progression Opportunities**

The Parties recognize that the ability to gain new skills is important for employee satisfaction, retention, and career progression, therefore the Parties agree:

1. Backup and promotional opportunities in 18.01 and 18.02 will be extended to employees **in Claims Intake and Adjudication Services** as below:
  - Baseline (5)
  - Wage Rate Officer (5)
  - CSR (5)
2. Opportunities for promotional back-up and same pay grouping training will be offered at the same time and successful candidates will be selected by seniority.
3. Successful candidates will only receive back-up training in respect of one opportunity each calendar year.

**RENEWED this 16th day of November 2022:**



Kristy Child  
For the Compensation Employees’ Union

**RENEWED this 16th day of November 2022:**



Brad Gehring  
For the Workers’ Compensation Board of BC

**LOU B25 — ARTICLE 26 — EXTENDED WORK DAY/COMPRESSED WORK WEEK  
— PREVENTION**

**Letter of Understanding No. B25**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

**RE: Article 26 — Extended Work Day/Compressed Work Week — Prevention**

The Parties have had discussions regarding the establishment of an extended work day/compressed work week for S Type employees working in Prevention as an alternative to the shift hours set out in Clause 26.03. The Parties may by mutual agreement introduce an extended work day/compressed work week. The method of scheduling will be by mutual agreement between the Parties.

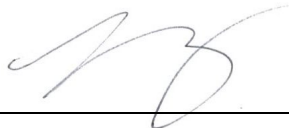
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B26 – PILOT FOR VARIATION OF ARTICLE 18 OPPORTUNITIES**

**Letter of Understanding No. B26**

BETWEEN: Workers’ Compensation Board of B.C. (“the Board”)

AND: Compensation Employees’ Union (“the Union”)

**RE: Pilot for Variation of Article 18 Opportunities**

1. The Parties recognize the importance of supporting:
  - the growth, development and career progression of employees; and
  - the need to be flexible in exploring opportunities to address workload and operational requirements, where necessary, while respecting the seniority rights of employees.
2. With the above goals in mind, within six (6) months of ratification, the Parties will begin discussing the feasibility of providing:
  - (a) Article 18 back-up training opportunities outside of a department; and/or
  - (b) Article 18 promotional opportunities outside of a division,to include employees in various classification while respecting the existing seniority rights of those currently covered by Article 18.
3. Further to the discussions contemplated in #2 above, the Parties may mutually agree to pilot back-up training and promotional opportunities outside of the strict confines of Article 18.

**SIGNED this 16th day of November 2022:**



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Kristy Child  
For the Compensation Employees’ Union

**SIGNED this 16th day of November 2022:**



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Brad Gehring  
For the Workers’ Compensation  
Board of BC



## **LOU B27 – PILOT FOR VARIATION OF RTW PROGRAM AND REHABILITATION COMMITTEE PROCESS**

### **Letter of Understanding No. B27**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

### **RE: Pilot for Variation of RTW Program and Rehabilitation Committee process**

The Parties agree to the following guiding principles concerning requests for medical accommodation:

1. We have a joint return to work program and at this point, neither side is advocating a move away from a joint program.
2. The introduction of the MDH position required a review of how this position intersects with the Joint RTW Program.
3. We recognize that the law regarding the duty to accommodate has evolved since the RTW Program was first negotiated.
4. The Collective Agreement, including an LOU, contains terms related to the Joint RTW Program. The Korbin Award also provided the Parties with guidance as to the RTW Program. Both the Collective Agreement and the Korbin Award provide context to this current Agreement.
5. The Employer is responsible for ensuring sufficient medical information is received to support a request for medical accommodation.
6. The decision as to whether the medical information is sufficient to warrant an accommodation rests with the Employer.
7. The Employer is responsible for offering employees a reasonable accommodation so long as the accommodation would not cause undue hardship.
8. The Union has legal obligations in workplace accommodations. The Union's role is to cooperate in the accommodation process (which may require waiving or altering Collective Agreement provisions in certain situations) and assist their member(s) within the process.
9. The Union has a right to grieve the decisions of management regarding accommodations.
10. The RTWC's role in accommodation is outlined in the revised Interim Joint Return to Work Manual. This revised Manual will be in place for the duration of the pilot.

In order to facilitate a trial period of a revised process for assisting those employees requiring medical accommodations, the Parties hereby agree to the following temporary modifications to the collective agreement, for the duration of the pilot:

The Rehabilitation Committee structure and role are outlined in various articles and LOUs in the Collective Agreement and in ancillary documents. The Parties agree the Rehabilitation Committee as constituted in Article 22 will be modified for the duration of this pilot as follows:

- (i) the Rehabilitation Committee (RC) will be comprised of equal Employer and Union Representatives;

- (ii) the RC is responsible for reviewing the status of new and ongoing requests for accommodation;
- (iii) the RC will review and sign off temporary and permanent accommodation plans.

The Parties will continually assess the pilot through the Joint RTW Committee.

Nothing in this agreement or the existence of this agreement is meant to prejudice either Party's position in subsequent proceedings or negotiations.

This agreement will automatically expire on March 31, **2025**. At that time the Parties will revert back to the terms of the Collective Agreement, unless the Parties expressly agree to renew this Agreement or bargain alternative language / LOUs with regard to the RTW Program.

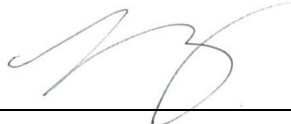
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B28 — JOINT WORKLOAD COMMITTEE**

### **Letter of Understanding No. B28**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: Joint Workload Committee**

Whereas the Parties are committed to ensuring that injured workers, employers and stakeholders receive quality service; and

Whereas the Board is committed to engaging with the Union to understand workload issues affecting employees;

Whereas the Parties recognize that to support the provision of quality service to stakeholders, an understanding of workload issues is important;

The Parties agree as follows:

#### **Mandate:**

1. In order to address workload issues or concerns, the Parties agree that an understanding of the objective factors contributing to workload, including capacity and the unique demands and complexities of the various jobs and duties at the Board, is necessary. To that end, the Parties agree to **continue** a Joint Workload Committee ("the Committee").
2. The Committee's mandate is to:
  - (a) Understand and document the demands and complexities of the various jobs and duties at the Board, and the objective factors impacting workload;
  - (b) Inform affected employees, managers and directors regarding (a) above with the goal of equipping them to address workload issues as they arise and to provide recommendations, as appropriate;
  - (c) Monitor workload trends and factors affecting workload; and
  - (d) Ensure transparent communication with the Union, and the appropriate affected employees, regarding the work being done to resolve identified workload issues.
3. The Committee will meet within ninety (90) days of ratification. **The Committee will continue to** focus on understanding and documenting the objective factors impacting workload in areas where **systemic** workload issues or concerns exist.

#### **Structure:**

4. The Committee will have equal representation and participation from the Parties consisting of four (4) representatives appointed by the Board and four (4) representatives appointed by the Union. Representatives will include senior leadership from the Board and the Union.
5. The Board will pay the travel time and expenses of only one Union-appointed representative from an out-of-town office in respect of travel to and from regular Committee meetings. The Board will be responsible for all costs approved by the Committee.

**Process:**

6. Open and respectful dialogue on the topic of workload is necessary to support employees, understand issues affecting employees in the workplace and help achieve the objectives of the Board.
7. The Parties agree that a review of workload issues includes a review of reasonable productivity and performance expectations for the job.
8. The Parties agree that where individual employees may have workload issues or concerns, they should be raised by an employee, with or without the assistance of a Union Representative, to the responsible manager for consideration. The employee and the manager should cooperate to resolve workload issues. If necessary, the manager may escalate the employee's concern to the responsible director(s) for further consideration.
9. **Within one hundred twenty (120) days of ratification of the Collective Agreement, the Committee will develop an electronic form to support a new Systemic Workload Reporting Process ("SWRP"). The SWRP will support proactive documentation and discussion of systemic workload concerns in a structured, problem-solving manner. The process to raise those these systemic concerns will be as follows:**
  - (a) **Where employees raise systemic workload issues or concerns, they may do so with or without the assistance of a Union Representative.**
  - (b) **Employees will complete the SWRP form within thirty (30) days of their discussion with their excluded manager. The completed form will be forwarded to the manager for review.**
  - (c) **The manager will review the form and will have the ability to provide additional comments.**
  - (d) **The director or delegate will review the form and will have the ability to provide additional comments.**
  - (e) **Within thirty (30) days of submission by the employee, copies of the completed form will be provided to the employee, manager, director, and Co-chairs of the Committee.**
10. In order to facilitate discussion and understanding, the Parties will share with each other relevant information or data which aids in the understanding of workload issues. The Committee may seek information and input from employees and managers as appropriate.
11. **The Committee will review SWRP forms as part of their normal meeting cadence. Based on the SWRP forms and information received, the Committee will produce an analytical report. An interim report will be produced in December 2023, and a full report will be produced in December 2024, to be presented to the Head(s) of the Division(s).**
12. While the Committee may identify options and/or make recommendations, the Parties agree that the Board has the right and duty to address and manage workload issues as appropriate.
13. **The Parties agree the SWRP is a pilot program which will be reviewed and evaluated by the Committee prior to the expiration of the current Collective Agreement.**

**Term and Jurisdiction:**

14. The actions and/or recommendations of the Committee are not subject to the provisions of Article 68 of the Collective Agreement.

15. This Letter of Understanding will be reviewed at the expiry of the current Collective Agreement.

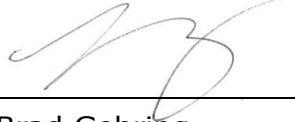
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B29 – PSYCHOLOGICAL HEALTH AND SAFETY IN THE WORKPLACE**

### **Letter of Understanding No. B29**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

### **RE: Psychological Health and Safety in the Workplace**

The National Standard of Canada, *Psychological Health **and** Safety *in the Workplace**, published on January 16, 2013 (CAN/CSA-Z1003-13/ BNQ 9700-803/2013) ("**National Standard**") is a voluntary standard that specifies requirements for a documented and systematic approach to develop and sustain a psychologically healthy and safe workplace. The **National Standard** also provides a framework to create and continually improve a psychologically healthy and safe workplace, including:

- (a) the identification and elimination of hazards in the workplace that pose a risk of psychological harm to a worker;
- (b) the assessment and control of the risks in the workplace associated with hazards that cannot be eliminated;
- (c) implementing structures and practices that support and promote psychological health and safety in the workplace; and,
- (d) fostering a culture that promotes psychological health and safety in the workplace.

This **National Standard** is based on the following guiding principles:

- (a) legal requirements associated with psychologically healthy and safe workplaces applicable to the organization will be identified and complied with as a minimum standard of practice;
- (b) psychological health and safety is a shared responsibility among all workplace stakeholders and commensurate with the authority of the stakeholder;
- (c) the workplace is based on mutually respectful relationships among the organization, its management, its workers, and worker representatives, which includes maintaining the confidentiality of sensitive information;
- (d) individuals have a responsibility towards their own health and behaviour;
- (e) a demonstrated and visible commitment by senior management for the development and sustainability of a psychologically healthy and safe workplace;
- (f) active participation with all workplace stakeholders;
- (g) organizational decision making incorporates psychological health and safety in the processes; and
- (h) a primary focus on psychological health, safety, awareness, and promotion as well as the development of knowledge and skills.

Therefore, the Parties agree:

The Board will **commit to, and undertake, psychological health and safety strategies and initiatives that align with the National Standard and other evidence-based practices.**

**Specifically for 2022/2023:**

- 1. The Board will develop and present to the Enterprise Leadership Team ("ELT"), and subsequently to the Union, by June 30, 2023, a plan for commitment to psychological health and safety strategies and initiatives that align with the National Standard and other evidence-based practices.**
- 2. The Board will provide management teams with an orientation to the National Standard and strategies and initiatives that align with the National Standard. Such orientation materials will be provided to the Union.**
- 3. Within six (6) months of ratification, and annually thereafter, the Board will consult with the Union and share progress made on the plan.**

**The Board will continue to support the provision of appropriate education and training in psychological health and safety.**

**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

**LOU B30 – TRAINING POSITIONS**

**Letter of Understanding No. B30**

BETWEEN: Workers’ Compensation Board of B.C. (“the Board”)

AND: Compensation Employees’ Union (“the Union”)

**RE: Training Positions**

1. The Parties agree to discuss areas that may provide opportunities for career development for employees or classifications that are typically hard to fill by the Board.
2. Following these discussions, the Board may identify opportunities where it would be operationally beneficial, and the Union may agree career development avenues exist for its members.
3. Where learning position opportunities (ie. positions posted with learning and training requirements attached) are identified, the Parties will meet to negotiate a Memorandum of Understanding (“MOU”) setting out the terms and conditions for each pilot learning position.
4. The Parties understand that each pilot learning position may have its own unique terms and conditions.

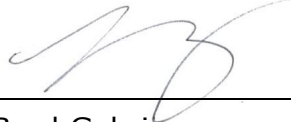
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees’ Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers’ Compensation  
Board of BC



## **LOU B31 — CLAUSE 22.12 — DISPUTE RESOLUTION**

### **Letter of Understanding No. B31**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: Clause 22.12 - Dispute Resolution**

Whereas the Parties have a mutual interest in revising the LTD appeal process, the Parties have agreed to pilot the revisions set out below. If not renewed, this LOU will expire on March 31, **2025**.

For the period **April 1, 2022** until March 31, **2025**, the Parties agree that Clause 22.12 is superseded by the language below:

#### 22.12 Dispute Resolution

(a) The Review Physician will be a medical doctor.

No doctor will be selected who has treated the employee or has acted as a consultant in the treatment of the employee. The Parties agree to use a third party provider to make these arrangements. The third party provider will recommend the Review Physician's specialty. The Parties will agree to this recommendation or agree on an alternate specialty. If the Parties do not agree, the third party provider will select the specialty.

(i) The decision of this Review Physician will be binding upon all concerned.

(ii) The Parties will equally share the expenses of the Review Physician.

(b) Where a question arises between the Parties to this Agreement as to whether or not an employee is totally disabled, that question will be referred to a Review Physician within thirty (30) calendar days of allowance being denied. The Review Physician will examine the employee and subsequently render a decision within sixty (60) calendar days as to whether or not the employee is totally disabled within the meaning of Clause 22.02.

(c) Disputes concerning whether an employee's recovery is being delayed because of an unreasonable refusal to follow the prescribed treatment of their physician or specialist, will be referred to a Review Physician established pursuant to Sub-clause 22.12(a).

(i) Where the Review Physician supports the prescribed treatment program and determines that recovery has been delayed as a result of the employee not following the prescribed treatment program, the employee will be paid benefits up to the date of the decision or to the date the Review Physician determines they would have recovered had they followed the prescribed treatment program, whichever date is later.

(ii) Employees who refuse to meet a Review Physician will have their LTD benefits suspended until the employee complies. Benefits during this interval are lost.

Benefits will be reinstated from the date compliance is achieved subject to the conditions outlined above.

(iii) The Board is entitled to receive copies of any medical records or opinions which exist regarding an employee claiming, or in receipt of this allowance which are relevant in determining the employee's entitlement to allowance. Permission of the employee to obtain this documentation must be secured; however, employees who refuse permission must recognize the Board may not be able to determine eligibility for allowance. Such information is confidential and is to be confined to the adjudication of entitlement. Where the Board wishes to have existing records or opinions transcribed on a form of their choice, the cost will be borne by the Board.

(d) During the period pending a decision, an employee will continue to be covered by group life, extended health, dental and medical plans and can elect to continue to receive the LTD allowance. Where the result of the review denies LTD, the Board will be entitled to recover the allowance overpayment. Where the Board may be entitled to recover allowance overpayments pursuant to this Clause, the employee will be required to sign an assignment form in this regard when application is made to the Review Physician.

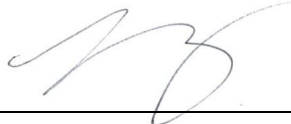
**RENEWED this 16th day of November  
2022:**



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Kristy Child  
For the Compensation Employees' Union

**RENEWED this 16th day of November  
2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B32 – “ME TOO”**

### **Letter of Understanding No. B32**

BETWEEN: Workers’ Compensation Board of B.C. (“the Board”)

AND: Compensation Employees’ Union (“the Union”)

#### **RE: “Me Too”**

1. If a public sector employer, as defined in s. 1 of the Public Sector Employers Act, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOU are paid out and exceed the sum of the GWIs and COLAs that are paid out in the 2022-2025 WCB-CEU Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This LOU is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the Collective Agreement; or
  - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers’ Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers’ Council Secretariat.

5. This LOU will be effective during the term of the 2022-2025 WCB-CEU Collective Agreement.

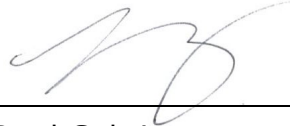
**SIGNED this 16th day of November 2022:**



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Kristy Child  
For the Compensation Employees' Union

**SIGNED this 16th day of November 2022:**



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Brad Gehring  
For the Workers' Compensation  
Board of BC

## **LOU B33 – MARKET BASED COMPETITIVE COMPENSATION**

### **Letter of Understanding No. B33**

BETWEEN: Workers' Compensation Board of B.C. ("the Board")

AND: Compensation Employees' Union ("the Union")

#### **RE: Market Based Competitive Compensation**

Whereas:

1. The Board has an interest in attracting and retaining a skilled workforce and ensuring it has the necessary resources to meet its service expectations; and,
2. The Parties wish to address existing workload concerns and labour shortages.

Therefore, the Parties agree as follows:

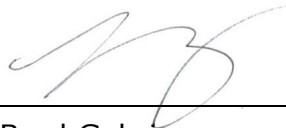
1. The Parties will implement an agreed to temporary market premium for the Senior Psychology Advisor (U11) classification upon ratification of the 2022 Collective Agreement.
2. The Parties agree to meet during the life of the Collective Agreement to assess the effects of the premium on the Board's ability to attract and retain Senior Psychology Advisors.
3. The Parties agree to meet within one hundred twenty (120) days of ratification of the Collective Agreement to discuss other classifications identified by the Board, such as other U11 classifications within the Innovation & Technology Division.
4. The Parties may agree to implement market premiums for other targeted classifications during the term of the Collective Agreement.
5. Senior Psychology Advisors who begin receiving the temporary market premium as per the terms of this LOU will continue to receive the premium until March 31, 2025. However, the Board reserves the right at any time during the term of this Collective Agreement to cease offering the temporary market premium to new Senior Psychology Advisor hires. If, during the term of the Collective Agreement, the Board does not intend to offer the market premium on a Senior Psychology Advisor posting, it will notify the Union in writing prior to posting the position(s).
6. During the life of the Collective Agreement, the Parties will discuss the existing Job Evaluation system and whether market based factors can be considered.
7. Market adjustments will be addressed through available funding under the Shared Recovery Mandate envelope for the Parties as confirmed by PSEC Secretariat, and there will be no additional unfunded liability to the Board as a result of the adjustments.
8. This LOU will automatically expire on March 31, 2025, unless expressly renewed by the Parties in writing.

**SIGNED this 16th day of November 2022:**



Kristy Child  
For the Compensation Employees' Union

**SIGNED this 16th day of November 2022:**



Brad Gehring  
For the Workers' Compensation  
Board of BC