

**COLLECTIVE AGREEMENT**

**between the**

**B.C. HOUSING MANAGEMENT COMMISSION  
(Administrative/Clerical Division)**

**and the**

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

**Effective from April 1, 2014 to March 31, 2019**

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**DEFINITIONS**

For the purpose of this agreement:

1. "*Aboriginal community government*" means an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal, or Metis governing body, authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangements;
2. "*Arbitration board*" means a single arbitrator or a board of three persons;
3. "*Bargaining unit*" is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Industrial Relations Board of British Columbia on April 10, 1980;
4. "*Basic pay*" means the rate of pay negotiated by the parties to this agreement for each classification;
5. "*BCGEU*" means the B.C. Government and Service Employees' Union;
6. "*BCHMC*" means British Columbia Housing Management Commission;
7. "*Child*" means a person under the age of majority, for the purposes of Article 15 – Leaves of Absence, and shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
8. "*Commission*" means the British Columbia Housing Management Commission;
9. "*Continuous employment*" or "*continuous service*" means uninterrupted employment in the Commission subject to the provisions of Clause 9.2 – Loss of Seniority;
10. "*Day of rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include days that the employee is on leave of absence;
11. "*Days*" means calendar days unless specified otherwise;
12. "*Demotion*" means a change from an employee's position to one with a lower maximum salary;
13. "*Double-time*" means twice the straight-time rate;
14. "*Double-time and one-half*" means two and one-half times the straight-time rate;
15. "*Emergency nature*" means fire, flood, loss of heat, danger to health, life or property;
16. "*Employee*" means a member of the bargaining unit and includes:
  - (a) "*regular full-time employee*" meaning an employee employed for work which is of a continuous full-time nature;
  - (b) "*regular part-time employee*" meaning an employee employed for work which is of a continuous part-time nature or on a continuous call-in basis;
  - (c) "*short-term employee*" meaning an employee hired to cover emergencies, to cover absences of regular full-time and regular part-time employees, or an employee hired for an assignment to last a specified period of time not to extend past eight months from the date of hire unless approval is given by the parties;"*employee*" does not include incumbents of managerial or confidential positions mutually excluded by the parties to this agreement, or by the *Labour Code* of British Columbia;



17. "*Employer*" means the British Columbia Housing Management Commission;
18. "*Field*" means all places of work other than the work centre;
19. "*Holiday*" means the 24 hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement;
20. "*Hours of operation*" are the hours established by the Commission to carry out its functions;
21. "*Layoff*" is a cessation of employment as a result of a reduction of the amount of work required to be done by the Commission. Employees will be recalled in accordance with Article 18 – Layoff and Recall;
22. "*Leave of absence with pay*" means to be absent from duty with permission and with pay;
23. "*Leave of absence without pay*" means to be absent from duty with permission but without pay;
24. "*Lieu day*" means a day in place of another day with the same number of straight-time hours;
25. "*Local*" means the bargaining unit;
26. "*Overtime*" means work performed by an employee in excess or outside of their regularly scheduled hours of work;
27. "*Probation*" means that period of time to determine an employee's suitability to the job, as specified in Article 7.7 – Probationary Period;
28. "*Promotion*" means a change from an employee's position to one with a higher maximum salary level;
29. "*Relocation*" means the movement of an employee's residence as necessitated by a transfer or a promotion;
30. "*Resignation*" means a voluntary notice by the employee that they are terminating their service on a specified date;
31. "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
32. "*Seniority*" means the length of continuous service as a regular employee of the Commission;
33. "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
34. "*Straight-time rate*" means the hourly rate of remuneration;
35. "*Technological change*" means the introduction of equipment of a different nature and kind than that which was previously used by the Commission in its work or business, which necessitates a change in the employment status of one or more employees;
36. "*Termination*" is the separation of an employee from the Commission for cause;
37. "*Transfer or lateral transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
38. "*Travel status*" with respect to an employee, means travel outside a circle with a radius of 32 kilometres from their normal work centre on Commission business with the Commission's approval. Travel status does not apply to an employee temporarily assigned to a position outside the 32 kilometre range;
39. "*Union*" means the B.C. Government and Service Employees' Union;

40. "Work centre" means the office or other fixed location assigned to an employee where they report for work;

41. "Workday" is a period of 24 consecutive hours commencing with the starting time of any shift.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish, and to secure the full benefits of collective bargaining which will ensure the safety and physical welfare of employees, the efficiency of operations, quality of service and the protection of property. The provisions of this agreement will be carried out by both parties.

### 1.2 Application of this Agreement

This agreement applies to the employees in the bargaining unit as defined in the certification issued by the Labour Relations Board, dated April 10, 1980.

### 1.3 No Other Agreement

This agreement represents all the terms and conditions which govern the relations between the Union, the Commission and the employees. No other terms and conditions, expressed or implied, are applicable or enforceable, except where further mutual agreements have been committed to writing by the parties and appended to this agreement.

### 1.4 Effective Date of Agreement

The provisions of this collective agreement, except where otherwise stated, shall come into full force and effect upon ratification of this agreement.

### 1.5 Duration of Agreement

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

### 1.6 Copies of Agreement

- (a) The Union and the Commission want employees in the bargaining unit to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason the Commission shall post a pdf document of the agreement in an accessible area of the company website.
- (b) An original, signed copy of the agreement shall be maintained by both parties for reference.
- (c) The Commission will provide a printed copy of the pdf document of the agreement if requested by the employee.

### 1.7 Terms Used in Agreement

#### *Singular and Plural*

Wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.

### 1.8 Future Legislation Affecting Agreement

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the

parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### **1.9 No Interruption of Work During Agreement**

The Union agrees that there shall be no strike, walkout or other interruption of work by any employee during the period of this collective agreement. The Commission also agrees that there shall be no lockout during the period of this collective agreement.

## **ARTICLE 2 - MANAGEMENT RECOGNITION AND RIGHTS**

### **2.1 General Provisions**

Subject to the provisions of this agreement, all rights, powers and authority are retained solely and exclusively by the Commission, and remain without limitation within the rights of Management.

### **2.2 Specific Provisions**

Subject to the provisions of this agreement, for greater certainty, but without limiting the generality of the foregoing, the Commission reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire employees from any source; to direct and schedule its workforce; to promote, demote, transfer and lay off employees; to discipline and dismiss employees for just cause; determine job content and conduct performance evaluations; assign work; determine qualifications, ability and merit of employees; establish methods, process and means of performing work; to require employees to work overtime; make, establish, publish and enforce reasonable rules and regulations governing the conduct of employees, for the promotion of safety, efficiency and discipline and for the protection of the employees and the Commission's facilities, property, equipment and operations; to determine the number of employees to be employed and the duties to be performed; to purchase supplies, equipment, materials and services from any source; to establish, expand, reduce, alter, consolidate or abolish any position, job classification or department; to create new management and confidential capacity positions which shall be excluded from the bargaining unit; to discontinue, reorganize or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the workforce.

## **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

### **3.1 Bargaining Agent Recognition**

The Commission recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit, until notified otherwise by the relevant legislation.

### **3.2 Bargaining Unit Composition**

- (a) The bargaining unit shall comprise all positions included in the certification issued by the Labour Relations Board, dated April 10, 1980, except as varied by any decision of the Labour Relations Board or by mutual agreement between the parties.
- (b) New positions established by the Commission shall be excluded from the bargaining unit unless mutually agreed otherwise. Any disagreement regarding the inclusion in or exclusion from the bargaining unit shall be referred to the appropriate body as designated by the relevant labour legislation.

### 3.3 Recognition and Rights of Stewards

- (a) The Commission recognizes the Union's right to select stewards to represent employees. The Commission and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Commission with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of regular straight-time pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards shall be defined as:
  - (1) investigation of complaints by employees whom the steward represents;
  - (2) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes during ratification votes covering this agreement;
  - (4) in their capacity of shop steward, attending meetings called by the Commission.

### 3.4 Time Off for Union Business

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) to employees called by the Union to appear as witnesses before an arbitration board or the body designated by the relevant labour legislation;
  - (4) to employees designated to sit as an observer on a selection panel in accordance with Clause 7.5 – Union Observer.
- (b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to three employees who are representatives of the Union to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### 3.5 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined by the *Labour Code* of British Columbia. Any employee failing to report for duty as a result of such refusal shall be considered to be absent without pay. Failure to cross a legal

picket line encountered in carrying out the Commission's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

### **3.6 Union Insignia**

- (a) A union member shall have the right to wear or display on their person the recognized insignia of the Union.
- (b) The Union agrees to furnish the Commission one union shop card for each commission office which has been designated the work centre for one or more employees. This card will be displayed prominently on the premises and will remain the property of the Union to be surrendered upon demand.
- (c) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

### **3.7 Right to Have Steward Present**

- (a) An employee shall have the right to have their steward present at any meeting with supervisory personnel which may be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any meeting with supervisory personnel which is the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

### **3.8 No Discrimination for Union Activity**

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

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Membership**

- (a) All employees in the bargaining unit who on April 10, 1980 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership (subject to the provisions of Section 11 of the *Labour Code* of British Columbia).
- (b) Employees, hired subsequent to the signing of this agreement, and all new employees, shall make application to join the Union within the first 15 days of employment, and shall retain their membership in the Union as a condition of employment.

### **4.2 Check-off of Union Dues and Assessments**

- (a) The Commission shall, upon written authorization, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

- (b) The Commission shall, upon written authorization, deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made biweekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not within 14 days, following the last deduction of the month and the Commission shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. The Employer shall make available to the Union, member information submitted with each dues report. This information shall include the following: surname and first name, month-to-date dues, and hire date.
- (e) Before the Commission is obliged to deduct any amount under (a) above, the Union must advise the Commission in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Commission signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Commission from the pay of the employees in the bargaining unit.
- (g) The Commission shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

### **4.3 Contracting Out**

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

## **ARTICLE 5 - COMMISSION-UNION RELATIONS**

### **5.1 Union and Commission Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Commission without the proper authorization of the Union. To implement this article the Union shall supply the Commission with the names of employees who are authorized to represent the Union as officers. Similarly, the Commission shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **5.2 Union Representatives**

- (a) The Commission agrees that access to its premises will be granted to a union staff representative when dealing or negotiating with the Commission, as well as for the purpose of investigating and assisting in the settlement of a grievance, provided such visits are approved 24 hours in advance by the Commission.
- (b) The union staff representative shall notify Management in advance of their intention and purpose for entering and shall not interfere with the operation of the branch, department or section concerned.

- (c) In order to facilitate the orderly and confidential investigation of grievances, the Commission will provide to union representatives or stewards temporary use of an office or similar facility, where available.

### 5.3 Correspondence

The Commission agrees that all correspondence between the Commission and the Union related to matters covered by this agreement shall be sent to the President of the Union, or their designate.

### 5.4 Bulletin Boards

- (a) The Commission will provide bulletin boards facilities for use by the Union in its home office, each regional office and the Prince Rupert Office. The Union agrees to post only material relating to the business affairs of the Union.

- (b) In support of the principle of providing bulletin boards to allow the posting of material relating to the business of the Union, BCHMC agrees to allow the BCGEU to develop its own web page and place it on the Commission's Intranet using Commission software and hardware. The BCGEU agrees that:

- (1) any staff that create and/or maintain the BCGEU web site will do so outside of their scheduled working periods and will be subject to all provisions of the BCHMC Intranet policy and any other applicable policies of BCHMC;
- (2) BCHMC will not provide staff training for this activity but the BCGEU may recruit staff already trained in web page development to maintain its web page;
- (3) the BCGEU web page content will occupy no more than 50 megabytes of storage space on BCHMC servers;
- (4) should BCHMC discontinue Intranet services for any reason, this contract provision will no longer apply;
- (5) the union web site will be utilized as a view only application and will not be used to canvass or solicit employee feedback.

### 5.5 Emergency Services

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

### 5.6 Labour Management Committee

- (a) There shall be established one labour/management committee composed of members equal in number, represented by the Employer and the Union. The size of this Committee shall be four union representatives and four employer representatives.
- (b) The Committee shall meet at least a minimum of three times per year at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An employer representative and a union representative shall alternate in presiding over meetings, and circulating the minutes in a timely fashion.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to

bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good industrial relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

## **5.7 Technical Information**

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

## **ARTICLE 6 - HARASSMENT AND BULLYING IN THE WORKPLACE**

### **6.1 Harassment and Bullying in the Workplace**

The Union and the Employer recognize the right of employees to work in an environment free from harassment and bullying, and the Employer shall take such actions as necessary respecting an employee engaging in harassment as described in this article.

The definitions and procedures in this article address situations that occur between employees in the course of employment.

The Employer also recognizes that harassment also occurs between individuals not under BC Housing's employment. In such circumstances the Employer will address the matter through appropriate measures, including but not limited to WorkSafeBC Regulations, the Residential Tenancy Branch and legal intervention.

### **6.2 Sexual Harassment**

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or making sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse, intimidation or threats of a sexual nature;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single incident.

(c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(d) Sexual harassment refers to behaviour initiated by both males and females directed toward members of either sex.



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

### 6.3 Personal Harassment and Bullying

(a) Personal harassment and bullying includes verbal or physical behaviour directed at an individual which would reasonably be expected to cause substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person; and
- (3) distribution or display of offensive pictures or materials.

(b) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Personal harassment includes harassment of an individual or individuals on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia.

(d) Personal harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities or workplace interactions which would reasonably be expected to be within the course of normal acceptable workplace behaviour.

### 6.4 Harassment Complaint Procedures

(a) An employee who wishes to initiate a complaint arising from alleged sexual harassment, personal harassment or bullying, may request assistance from a supervisor, manager, union steward, human resources representative or other contact person, to informally resolve the matter. If this results in a satisfactory resolution to the complainant the matter will be deemed to be resolved.

(b) Where the informal process fails to resolve the matter to the complainant's satisfaction, an employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing with six months of the latest alleged occurrence through the Union directly to the Vice President Human Resources or designate.

(c) An alleged harasser shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in and be represented at any hearing under this clause.

(d) The Employer's designate shall investigate the complaint and shall submit a report in writing to the Vice President Human Resources within 30 days of receipt of the complaint. The Vice President Human Resources shall, within 30 days of receipt of the report take such steps as may be necessary to resolve the issue. The Union, complainant and the respondent shall be apprised of the Vice President Human Resources' resolution.

(e) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.

(f) Pending the results of the investigation, the Vice President Human Resources may take interim measures to separate the employees concerned if deemed necessary.

(g) In cases of proven harassment which may result in the transfer of any employee, every effort will be made where possible, to relocate the harasser.

(h) Where the complainant or respondent, in conjunction with the Union is not satisfied with the Vice President Human Resources' resolution, they may put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator to review the matter and work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint;
- (2) determine the appropriate level of discipline to be applied to the harasser; or
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

(i) Disciplinary action taken against a harasser or complainant pursuant to this article, shall not form the basis of a grievance.

(j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

(k) Complaints under this article shall be treated in strict confidence by all parties involved.

(l) Where the alleged harasser is the Vice President of Human Resources, the complaint shall be filed in writing within six months of the latest alleged occurrence through the Union to the Chairperson of the Board of Commissioners who will conduct an investigation and issue a proposed resolution within 30 days. Where the proposed resolution is not acceptable, the procedure outlined in (h) above may be followed.

(m) This article does not preclude an employee from filing a complaint under the *BC Human Rights Code*, however an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in this Article 6. In either event a complaint of harassment shall not form the basis of a grievance.

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

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

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

Procedures shall be pursuant to Clause 6.4 – Harassment Complaint Procedures. Where the allegation is based on a matter of which another dispute resolution mechanism exists, then this process shall not be utilized.

## **ARTICLE 7 - EMPLOYMENT POLICY**

### **7.1 Vacancy Postings**

Where the Commission decides to fill a bargaining unit vacancy, it will be posted in accordance with this article unless otherwise specifically agreed to by the Union:

- (a) Vacancies for regular positions within the bargaining unit, shall be posted for seven working days prior to the closing date. Such postings shall be advertised electronically in all work centres

throughout the Commission, and available for employees to arrange to receive by email, and a copy sent to the President of the Union, or designate.

(b) The posting shall contain the following information: nature of posting, qualifications, skills, shift work (where applicable), classification, salary or salary range and, where possible, location.

(c) The Commission shall fill posted regular positions within 45 days following the selection of a candidate.

(d) The Commission shall post vacancies that are temporary and that will be for a period of one year or more.

## **7.2 Appointments**

(a) A vacancy shall be filled on the basis of the applicant's qualifications, ability and experience as required in the specifications set out in the job description for the vacant position.

(b) Internal applicants shall be given every consideration in respect to the filling of positions.

(c) Seniority shall be the deciding factor in determining which of the employees within the bargaining unit shall be promoted through job postings, if competency and qualifications of the said employees are reasonably equal.

(d) The successful applicant for the vacant position shall not be eligible to apply for a further vacancy until they have successfully completed their probationary period in the current position.

(e) Successful applicants for temporary vacancies shall not be eligible to apply for other vacancies for the term of their temporary assignment.

## **7.3 Interview Expense**

An employee who applies for a posted position within the Commission, who is not on leave of absence without pay and who has been called for an interview, shall be granted leave of absence with basic pay and shall have their authorized expenses paid. An employee granted leave under this section shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

## **7.4 Job Selection Disputes**

(a) An unsuccessful employee applicant may request an explanation from the Vice President of Human Resources or designate by telephone of the reasons why they were unsuccessful, and receive an oral explanation.

(b) If a candidate wishes the reasons in writing, they must request them in writing within five working days of the date they received notification of the decision.

(c) The Vice President of Human Resources or designate will reply to the employee within five working days from receipt of the request.

(d) Where an employee feels they have been aggrieved by the job selection decision of the Employer, the employee may file a grievance in accordance with the grievance procedure as set out in Article 20 - Resolution of Grievances of this agreement; such a grievance shall be initiated in writing at the third step of the grievance procedure within seven working days after the date of sending of the Vice President or designate's reply.

## **7.5 Union Observer**

The President of the Union or designate may sit as an observer on the selection interview for regular positions in the bargaining unit. The observer shall be a disinterested party. Leave for this purpose shall be without pay.

This section shall not apply to employees applying for excluded positions.

#### **7.6 The Commission and Union to Acquaint New Employees**

(a) The Commission agrees to acquaint new employees with the fact that a collective agreement is in effect. The Commission agrees to inform the new employee during the sign on process, where a pdf copy of the agreement can be found on the company website, and a new employee shall be advised of the name and location of their steward. Whenever a steward is employed in the same work centre as the new employee, the employee's immediate supervisor will introduce them to their steward. When operational requirements permit, the Commission agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership.

(b) The Commission will provide the name and work location of new employees to the union co-chair of the Labour/Management Committee.

#### **7.7 Probationary Period**

(a) All employees new to a position for any reason, other than a lateral transfer where there are no changes in job duties, shall be subject to a probationary period of six months. The probationary period described may be extended by mutual agreement of the parties.

(b) Employees new to a position as a result of an employee initiated lateral transfer, where there are minor changes in job duties, may be subjected to a new probationary period of up to three months.

(c) Short-term employees who have passed their probationary period, and who secure a position as a regular employee in a position where there are no changes in job duties, shall not be required to serve a further probationary period.

(d) The Commission may terminate any probationary employee for just cause. The test of just cause for termination shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(e) Where a newly promoted or transferred employee fails to demonstrate to the Employer the abilities and qualifications necessary for the position, the Commission will, for 60 days, attempt to locate a suitable alternative position within the Commission. Should such a vacancy not be found, or the employee declines the offer, termination will be necessary.

(f) Where an employee feels they have been aggrieved by the decision of the Commission to terminate their employment during the probationary period, they may appeal the decision through the grievance procedures as per Article 20 – Resolution of Grievances of this agreement, starting at Step 2.

#### **7.8 Performance Review**

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the evaluation. Provision shall be available for an employee to provide the employee's confirmation that either the employee has read and accepts the evaluation or that the employee disagrees with the evaluation. The employee shall select one of the options provided. No employee may initiate a grievance regarding the contents of an evaluation form unless the employee indicates disagreement with the evaluation. An employee shall have available a copy of this evaluation.

The evaluation shall not be changed after an employee has confirmed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this agreement.

### **7.9 Upgrading Qualifications**

(a) The Commission may require an employee to upgrade their skills or qualifications. In such a situation the cost of training and normal living and travel expenses, as laid down in this agreement, will be borne by the Commission.

(b) In order to encourage job-related self-improvement, and where appropriate, to assist and prepare employees for promotional opportunities within the Commission, the Commission may contribute to the cost of educational or training courses at recognized institutions. The degree of financial participation will depend on the value or appropriateness of the proposed course to the employee's present job or to their future growth. In cases where the proposed course is related to their ability to perform their present job, the Commission may subsidize up to 100% of the costs.

(c) Any regular employee, who has completed their probationary period, may apply in writing for educational assistance covering enrolment, tuition, examination fees and books, plus travel and living costs where appropriate. Applications for assistance shall be submitted before registering for the course. The Commission will review its Staff Training Policy on an annual basis to determine the extent and level of training funds that will be made available. Normally, reimbursement will be made on evidence of satisfactory completion of the course, although in special cases of financial need, the Commission will consider earlier reimbursement.

(d) If an employee voluntarily terminates employment within 18 months of receiving educational assistance, they will be required to repay the amount of the assistance, to a maximum of \$1,000, or 50% of the cost to the Employer, whichever is greater on a pro rata basis except in the case where the Commission directed the employee to take the educational course.

(e) An education advisory committee made up of an equal number of union and employer representatives will be established. It shall meet no more than three times per year to review and make recommendations on educational policy and courses. Meetings can be at the request of either party and time spent at meetings will be on work time. Budget and cost issues are beyond the mandate of the Committee.

### **7.10 Work Centre and Local Travel**

(a) All employees shall have one location specified as their work centre.

(b) Where an employee works away from their work centre they will, at the Commission's option, either travel on the Commission's time or be paid for hours travelled in accordance with the rates established for travel time as per Article 12.11 – Travel Time.

### **7.11 Employee Parking**

The Commission will provide parking within a reasonable distance of their work centre for employees required to use a vehicle as a condition of employment.

### **7.12 Employment Related Legal Action**

(a) *Civil Action* - the Commission will support an employee where there has not been flagrant or wilful negligence and pay for any judgement against an employee arising out of the performance of their duties. Further, the Commission agrees to pay the legal costs incurred in the proceedings including those of the employee. Where there has been flagrant or wilful negligence on the part of the employee, the Commission may seek indemnity against the employee.

- (b) *Criminal Actions* - Where an employee is charged with an offence of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.
- (d) At the sole discretion of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the Employer (so long as no real or perceived conflict of interest exists between the Employer and the employee) or pay the reasonable legal fees incurred by an employee of a counsel chosen by the employee.
- (e) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or event which may lead to legal action against them. For purposes of this provision, the time at which the employee shall be deemed to have knowledge of such possible legal action is the earliest of the following:
- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
  - (2) when the employee themselves retains legal counsel in regard to the incident or course of events;
  - (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
  - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
  - (5) when the employee receives notice of any legal proceeding of any nature or kind.

### **7.13 Transfers Without Postings**

- (a) It is understood by the parties that as a general policy employees shall not be required to transfer from one work centre to another against their will. However, the Commission and the Union recognize that in certain cases a transfer may be in the best interests of the Commission and/or the employee. In such cases, an employee will be fully advised in writing of the reason for their transfer.
- (b) Transfers or voluntary demotions may be granted without posting, for:
- (1) compassionate or medical grounds to regular employees who have completed their probationary period;
  - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (c) Employees wishing a transfer under (b)(1) or (b)(2) may submit a request to the Vice President, Human Resources or designate. It will be considered prior to the filling of an appropriate vacancy.

### **7.14 Special Employment**

The Commission shall endeavour to provide special employment to employees who, through advancing years, temporary disablement, industrial injury or illness, become unable to perform their regular duties. The employment will take into consideration operational requirements, employee skill levels and health. Such employment will be established only if there is an operational need within the Commission.

**7.15 Work Clothing and Tools**

The Commission will provide coveralls and tools to employees who require them for the performance of their duties.

**7.16 Non-Related Duties**

Employees shall not be required to perform duties which are not job related to the Commission's business.

**7.17 Dismissal for Abandonment of Position**

An employee who fails to report for duty for five consecutive workdays without informing the Commission of the reason for their absence will be presumed to have terminated their employment. An employee shall be afforded the opportunity within 10 business days to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Commission. It is the responsibility of employees to maintain current contact with Employer.

**7.18 Personnel File Access**

An employee, or President of the Union, or their designate, in the presence of the employee, shall be entitled to review the employee's personnel file. The employee or the President of the Union, or their designate, as the case may be, shall give the Commission 24 hour notice prior to having access to such files.

**7.19 Professional/Certification Fees**

An employee shall be entitled to request that the Commission deduct membership dues or other fees from the employee's pay in order to assist the employee maintain a membership in a professional association, a trade certification, or other membership related to their employment.

**7.20 Substitution Opportunities**

Substitution to a higher level position shall be offered first to the most qualified bargaining unit available employee in the appropriate classification within the branch where the position is located subject to the employees ability to perform the job. Where two or more people are equally qualified, seniority will be the deciding factor. Where no branch employee is qualified the opportunity to substitute will be offered to the most senior qualified bargaining unit employee within a geographic region as defined in Article 18.1(a)(4)(iv) – Layoff and Recall.

**ARTICLE 8 - CLASSIFICATION****8.1 Classification Specifications**

The Commission agrees to supply the President of the Union or their designate with the job descriptions for those position categories in the bargaining unit.

**8.2 Classification and Salary Determination****(a) Notice of New Positions**

In the event the Employer establishes a new classification, written notice shall be given to the Union. The wage rate for the new classification shall be subject to negotiations between the Employer and the Union.

(b) *Notice of Changed Positions*

In the event the Employer introduces significant changes to an existing job within the bargaining unit such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes. The wage rate for the altered job shall be subject to negotiations between the Employer and the Union.

(c) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within 10 days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.

(d) The Union may then refer the matter within 30 days to an arbitrator agreed to by the parties who shall determine the new rate of pay.

(e) If the wage rate proposed by the Employer for a new classification or altered job is revised as a result of negotiation or arbitration, the new rate of pay shall become effective on a date agreed upon by the parties or as determined through the arbitration procedure.

## ARTICLE 9 - SENIORITY

### 9.1 Seniority List

The Commission shall maintain a service seniority list showing the seniority date, and classification of each regular employee within the bargaining unit. An up-to-date seniority list shall be sent to the President of the Union, or their designate, at the end of January each year.

### 9.2 Loss of Seniority

(a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Clause 24.1 – Maternity Leave, 24.2 - Pre-Placement Adoption Leave or 24.3 – Parental Leave shall not accrue seniority for leave periods over 30 calendar days.

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

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

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

- (1) they are discharged for just cause;
- (2) subject to Clause 9.3, they voluntarily terminates their employment or abandons their position;
- (3) they are on layoff for more than one year;
- (4) they become a short-term employee.

### 9.3 Re-Employment

A regular employee who resigns their position and within 60 calendar days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent. Effective the date



of re-employment, they shall accrue seniority as described in Clause 9.2(a) Loss of Seniority and shall retain all provisions and rights in relation to other benefits, provided they have not withdrawn their superannuation.

#### **9.4 Bridging of Service**

Upon written application, a regular employee shall be credited with seniority accumulated during previous service with the Commission in accordance with the completion of all of the following:

- (a) The employee's prior decision to resign must have been for the purpose of raising a dependent child or children or caring for a dependent spouse or parent; and
- (b) The employee must have completed three years service as a regular employee prior to their decision to resign; and
- (c) The employee must have been re-employed within seven years and must not have been engaged in full-time remunerative employment for any period in excess of six months during that time; and
- (d) Upon completion of three years service as a regular employee following re-employment, the employee shall be entitled to all rights and benefits to which they would have been entitled had the total of combined periods of employment been unbroken.

### **ARTICLE 10 - HOURS OF WORK AND WORK SCHEDULES**

#### **10.1 Annual Hours of Work**

- (a) The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1,827 which is equivalent to an average of 35 hours per week.
- (b) There shall be no payback for shortfall of annual working hours
- (c) Unless otherwise established by mutual agreement of the parties, normal hours of work shall be scheduled between 7:00 a.m. and 7:00 p.m. Monday to Saturday consisting of five shifts and two consecutive days off.
- (d) For work centres with schedules that include a Saturday shift, the work schedule opportunities will be made available on the basis of seniority to all qualified staff with the appropriate job classification within the work centre. Any regular employee with a seniority date prior to September 1, 2014, will have the ability to refuse to work a schedule that includes a Saturday shift.

#### **10.2 Modified Work Schedules**

- (a) Work schedules and starting and finishing times shall be established and changes made thereto, as required by mutual agreement between the parties, within the terms of this agreement. The annual hours of work as specified in Clause 10.1 shall not be changed by such work schedules.
- (b) Except as otherwise provided, the standard workweek shall consist of five consecutive days with two consecutive days off. In no event will an employee be scheduled to work more than five consecutive days.
- (c) The parties agree to a modified workweek schedule based on a five day, five day, four day work schedule within a three week period of seven hours and 30 minutes per day.
- (d) Subject to mutual agreement, other modified schedules may be negotiated within a department, component of a department or branch.

Such schedules shall be a five day, four day work schedule within a two week period of seven hours and 47 minutes per day or a four day work schedule within a one week period of eight hours and 45 minutes per day.

(e) Subject to Article 2 - Management Recognition and Rights, the parties agree to a modified work schedule subject to the following conditions:

- (1) In the event of extenuating circumstances (i.e. introduction of new programs, provincial government restraint programs, extensive absenteeism, etc.) the Commission retains the right to reduce, alter or cancel the modified work schedule for an individual, group of individuals, department or branch. Given such a circumstance, the Employer will give at least 21 days notice to the Union of the event leading to the modification of the schedule.
- (2) To ensure operational requirements are met, the day off may occur any day of the week.
- (3) Subject to mutual agreement at the local level hours of work may be extended to accommodate a 45 lunch break. Morning and afternoon coffee breaks to be scheduled in accordance with Clause 10.3.
- (4) In the event of staff shortages caused by illness, vacation or any other operational concerns days off will be rescheduled within the next three week period. In unusual work related circumstances the time limit may be extended to an eight week period. In the Regional Offices days off may be restricted during the rent collection.
- (5) The Employer expects employees to make every effort to arrange for leaves under Clause 15.2 – Leave for Medical and Dental Care on their day off. The Employer may reschedule an employee's day off where the employee is consistently unable to make arrangements on the day off.
- (6) No increased costs to the Employer (e.g. no substitution pay or overtime subject to pre-approval by the Director).
- (7) No topping up of sick leave from the earned day off.
- (8) No employee will be forced to participate in the modified workweek schedule.
- (9) All leave, including vacation entitlement, shall be converted to hours.
- (10) Participation will not be allowed where there are insufficient staff to provide coverage for an extended schedule.
- (11) Short-term employees hired for a term of six months or longer may participate.
- (12) The Employer will periodically evaluate the schedule based on:
  - (i) adequacy of service to external and internal customers;
  - (ii) level of absenteeism, staff morale and productivity etc.;
  - (iii) increased costs to Employer related to staffing (e.g. use of temporary staff) or scheduling.

### **10.3 Rest Periods**

All employees shall have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and

one-half hours but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

#### 10.4 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday or shift.
- (b) Employees who are required to eat their meals at their place of work, and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.

#### 10.5 Shift Work

##### (a) Hours

If shift hours outside of the standard hours defined in Article 10.1(c) are required by the Commission, the shift pattern, the length of the work or changes made thereto as required, shall be established by mutual agreement between the parties.

##### (b) Identification of Shifts

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

##### (c) Shift Premiums

Afternoon	85¢
Night	95¢

#### 10.6 Notice of Shift Schedules

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

#### 10.7 Exchange of Shifts

Employees may exchange shifts, with the prior approval of the Commission, provided that there is no increase in cost to the Commission.

#### 10.8 Split Shifts

There shall be no split shifts.

#### 10.9 Work Time Records

Any changes to an employee's record of time worked, which affects their salary, shall be accompanied by notification to the employee. Should the employee disagree with their supervisor as to the accuracy of their work or overtime records, the shop steward shall have the right, on reasonable notice, to review hard-copy or electronic records with the employee.

**10.10 Job Sharing**

Policies and procedures respecting job sharing are posted in an appropriate area of the company website. The Commission's policy on job sharing will reflect that if an employee or the Commission decides to discontinue a job share, there shall be a 60 day notice period.

**ARTICLE 11 - SALARIES AND ALLOWANCES****11.1 Salary Rates**

(a) Employees shall be paid in accordance with the salary rates negotiated by the parties to this agreement. Salary rates will be increased starting the first pay period after the following dates:

April 1, 2015.....	1.0%
February 1, 2016.....	Economic Stability Dividend*
April 1, 2016.....	0.5%
February 1, 2017.....	1.0% plus Economic Stability Dividend*
April 1, 2017.....	0.5%
February 1, 2018.....	1.0% plus Economic Stability Dividend*
April 1, 2018.....	0.5%
February 1, 2019.....	1.0% plus Economic Stability Dividend*

\*Reference: Memorandum of Agreement – Economic Stability Dividend

- (b) Salary rates effective the first pay period after April 1, 2015 are recorded in Appendix B.
- (c) Future increments to the salary grids will be posted on the BCGEU and BC Housing websites which will reflect effective salary rates for the term of the agreement.
- (d) If salary rates are impacted by the Economic Stability Dividend, new adjusted salary rates posted on both the BCGEU and BC Housing websites will reflect accurate salary rates for the remaining term of the agreement.
- (e) The parties agree that salary rates adjusted during the term of this agreement will be posted within 30 days of each salary change.

**11.2 Salary on Reclassification, Promotion or Demotion**

- (a) When a position is reclassified upward, the incumbent will receive the rate of the salary range which is the closest step to eight percent above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new range.
- (b) When an employee's position is reclassified downward, through no fault of their own, the employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.
- (c) When an employee is promoted to a higher paying position in the salary schedule, they will receive the rate in the salary range which is the closest step to eight percent above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new range.
- (d) When an employee is demoted to a lower paying position, the maximum reduction shall be the closest step to eight percent but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than eight percent, the new salary shall be the maximum of the new position.

### 11.3 Salary on Temporary Assignment

- (a) When an employee temporarily substitutes in or performs the principal duties of a higher paying position, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent above their current rate, whichever is greater, but no more than the top of the new salary range.
- (b) A regular employee temporarily assigned by the Commission to a position with a salary lower than their regular salary shall maintain their regular salary. This clause does not apply where the employee has been demoted.

### 11.4 Partial Month Salary Calculations

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

$$\frac{\text{Annual Salary}}{26.0892857} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.0892857} = \text{Biweekly Salary}$$

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

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

$$\frac{\text{Biweekly Rate} \times 26.0892857}{12}$$

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

$$\text{Salary} = \frac{\text{Hrs. worked plus paid holidays} \times \text{biweekly salary}}{\text{Hrs. scheduled plus paid holiday (paid holiday = 7 hrs)}}$$

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

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

### 11.5 Dates and Method of Salary Payment

- (a) Employees shall be paid by direct deposit every second Friday.
- (b) Employees leaving the employment of the Commission will receive their final pay within eight days of the end of their final pay period and have access to their record of employment as per *Employment Insurance Regulations*.

**11.6 Vehicle Allowance**

(a) Employees required to use their private vehicles on Commission business shall be paid as follows:

- Effective April 1, 2013 - 52¢ per kilometre
- Effective April 1, 2016 - 53¢ per kilometre
- Effective April 1, 2018 - 54¢ per kilometre

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

(c) Mileage claims shall be reimbursed to employees as soon as possible. Claims will be made on a form acceptable to the Commission.

Further increases will be applied as negotiated between the BC government and the BCGEU at the Master Bargaining level.

**11.7 Accommodation, Board and Lodging**

Employees on travel status away from their work centre shall be reimbursed for:

(a) Reasonable hotel and motel bills, as negotiated from time to time by the Province of British Columbia, upon submission of original receipts.

(b) Private lodging, where such is used, to a maximum of \$30 per day with no receipts required. Effective April 1, 2016 to a maximum of \$30.75 per day, effective April 1, 2018 to a maximum of \$31.65 per day.

Further increases will be applied as negotiated between the BC government and the BCGEU at the Master Bargaining level.

**11.8 Meal Allowance**

(a) Employees on travel status away from their geographic work centre shall be entitled to a meal allowance as follows:

Meal	November 7, 2012	April 1, 2016	April 1, 2018
Breakfast	\$11.75	\$12.00	\$12.00
Lunch	\$13.50	\$13.80	\$14.00
Dinner	\$22.75	\$23.25	\$24.00

(b) Meal claims shall be reimbursed to the employees as soon as possible. Claims will be made on a form acceptable to the Commission except where a meal is provided at public cost.

(c) Meal increases negotiated between the BCGEU (Master) and the Province of BC will be applied to this article.

**11.9 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be authorized to make a single one five minute telephone call home using the Employer's cellular phone, to or within British Columbia for each night away.

If the Employer's cellular phone is not available, the employee shall be reimbursed upon production of receipts for the five minute telephone call.

#### **11.10 Relocation**

- (a) Regular employees who agree to move their residence at the Commission's request, will be entitled to relocation expenses in accordance with Appendix A – Relocation Expenses.
- (b) Regular employees who have been relocated, at the Commission's expense, in accordance with Appendix A1.(a) will not be eligible for further relocation expenses until a period of two years has elapsed, except where the relocation is as a result of being successful on a posted competition which results in the employee being promoted.

#### **11.11 Isolation Allowance**

An isolation allowance shall be paid to employees in locations designated by the government of BC. Payment of the allowance shall be that which is mutually agreed by the B.C. Government and Service Employees' Union and the government of BC.

#### **11.12 Retirement Allowance**

Upon retirement from service, an employee who has completed 20 years of continuous service, and who under the provisions of the Public Service Pension Plan Rules is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary.

#### **11.13 Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours and who are required to work between the hours of midnight and 6:00 a.m. Employees may claim reimbursement for a round trip taxi fare between work and home upon submission of appropriate receipts.

#### **11.14 Payment to Dependents on Death**

Where an employee dies while in the employ of the Commission, an amount of one month's salary for each completed year of continuous service, to a maximum of six months salary, plus payment for any earned but unused vacation, shall be paid to their beneficiary of record, or their estate where no beneficiary has been designated.

#### **11.15 Private Vehicle Damage**

Where an employee's vehicle is maliciously damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to \$300, provided the employee can provide the Employer with copies of a valid Police Report, and an ICBC Claim Statement.

### **ARTICLE 12 - OVERTIME**

#### **12.1 Authorization and Application of Overtime**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Commission; and
  - (2) the employee does not control the duration of the overtime worked.

(b) Notwithstanding the foregoing, the Commission and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Commission shall be considered to have authorized the overtime in advance.

### **12.2 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
- (1) the scheduled daily hours; or
  - (2) the agreed averaging period.
- (b) Overtime will be calculated based on the employee's hourly rate.
- (c) Overtime shall be compensated in 30 minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than 10 minutes per day.

### **12.3 Overtime Compensation**

- (a) Overtime worked shall be compensated at the following rates:
- (1) Double-time for overtime hours worked on a regularly scheduled workday; and
  - (2) Double-time for all hours worked on a day of rest.

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

- (b) An employee who works on a designated holiday shall be considered to have worked overtime and shall receive their regular day's pay and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half for all hours worked.
- (c) Overtime shall be compensated either in cash or time off, or a combination of both. Staff requests for time off will be granted where staff availability, workload and other operational considerations permit. Any accumulated overtime shall be paid in cash at the fiscal year end.

### **12.4 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

An employee on standby shall not have the right to refuse callout for overtime work.

### **12.5 Recording of Overtime**

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

### **12.6 No Layoff to Compensate for Overtime**

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

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

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



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

(c) Overtime rate shall apply to hours worked in excess of (a) and (b) above.

### **12.8 Rest Interval After Overtime**

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

### **12.9 Overtime for Callout**

When an employee responds to an emergency callout before or after their normal shift, they shall be compensated as follows:

(a) Overtime rates for all time on such calls, with a minimum of three hours, unless the callout period adjoins a normal shift in which case compensation shall be at overtime rates for the callout period and straight-time rates for the regular shift.

(b) Overtime rates for time spent travelling to and from their residence.

### **12.10 Overtime Meal Allowance**

(a) Effective November 7, 2012 - \$15.30.

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

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

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

Changes to the allowance in (a) as a result of changes to the BC Government Master Agreement will be applied to this article.

### **12.11 Travel Time**

(a) All employee travel on Commission business beyond an employee's normal working hours shall be reimbursed in cash at the rate of time and one-half. This includes all travel from point to point, including travel delays incurred due to factors outside the employee's control, but not for meal breaks, lodging time or time spent other than travelling.

(b) Travel time shall be compensated in cash. Staff requests for time off in lieu of cash payments will be granted where staff availability, workload and other operational considerations permit.

## **ARTICLE 13 - GENERAL HOLIDAYS**

### **13.1 Paid Holidays**

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday (Victoria Day)	Christmas Day
Canada Day	Boxing Day

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the federal or provincial governments, shall also be a paid holiday.

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

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

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

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.

(b) A day off in lieu of a paid holiday shall be scheduled no later than the end of the month following the month in which the holiday falls. The day shall be scheduled by mutual agreement between the employee and the Supervisor.

(c) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated as described in Clause 12.3 Overtime Compensation.

### **13.4 Holiday Falling on a Scheduled Workday**

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

(b) A day off in lieu of a paid holiday shall be scheduled no later than the end of the month following the month in which the holiday falls. The day shall be scheduled by mutual agreement between the employee and the supervisor.

### **13.5 Holiday Coinciding with a Day of Vacation**

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

### **13.6 Christmas or New Year's Day Off**

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

**ARTICLE 14 - ANNUAL VACATIONS**

**14.1 Vacation**

(a) "Vacation Year"

For the purpose of this article a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

"First Vacation Year"

The first vacation year is the calendar year in which the employee's first anniversary falls.

(b) An employee earns, but is not entitled to receive, vacation leave during the first six months of continuous employment.

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

<b>Vacation Years</b>	<b>Workdays</b>
First to Second .....	15
Third .....	16
Fourth.....	17
Fifth .....	19
Sixth.....	20
Seventh .....	20
Eighth .....	22
Ninth .....	23
Tenth.....	24
Eleventh .....	25
Twelfth.....	26
Thirteenth to Fifteenth.....	27
Sixteenth to Eighteenth.....	28
Nineteenth.....	29
Twentieth.....	31
Twenty-first.....	32
Twenty-second .....	33
Twenty-third and Twenty-fourth .....	34
Twenty-fifth and thereafter .....	35

(d) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which the employee earns 10 days pay at straight-time rates.

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

(f) With the exception of authorized vacation carryover under Article 14.5, the scheduling and completion of vacations shall be on a calendar year basis.

(g) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the third anniversary falls shall be the third vacation year; in which the sixth anniversary falls shall be the sixth vacation year, etc.

- (h) An employee is not entitled to receive cash in lieu of vacation time, except upon termination, resignation, retirement or in the first partial year of service.
- (i) Regular part-time employees shall receive an annual entitlement of vacation time off with vacation pay at the rate of six percent of gross earnings from the employee's employment date or the date they last received vacation pay.

#### **14.2 Vacation Scheduling**

- (a) The scheduling and taking of vacation shall be on a calendar year basis. The vacation entitlement available to an employee in a calendar year may be taken with the approval of their supervisor, anytime during the vacation year.
- (b) Vacation schedules, once approved by the Commission, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and their immediate supervisor.
- (c) Preference in the selection and allocation of vacation time shall be determined within each work centre or department on the basis of service seniority. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.
- (d) Vacation schedules will be circulated and posted by March 1<sup>st</sup> each year.
- (e) An employee who does not exercise their seniority rights within seven business days of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (f) Employees who have not scheduled the minimum number of hours required in order to be in compliance with Clause 14.5(a) Vacation Carryover may have unscheduled vacation, in excess of the maximum allowable carryover, scheduled by their supervisor based on operational requirements.
- (g) An employee who transfers to another work centre or geographic location by their request where the vacation selection process has begun will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (h) An employee transferred in accordance with Article 11.10 Relocation by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.
- (i) The Employer will ensure that employees may schedule at least two weeks vacation during prime time between mid-June and Labour Day.

#### **14.3 Salary Payment**

Payment for vacations will be made at an employee's basic salary except if an employee has been receiving substitution pay in a higher-paid position than their regular position for the 30 working days immediately preceding their vacation, in which case they shall receive the higher rate.

#### **14.4 Leave During Vacation**

When an employee is in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 15.5 Bereavement Leave, 15.6 Leave for Court Appearances, and 15.7 Education and Training Leaves, during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave pursuant to Clauses 15.1, 15.6 and

Appendix C must advise the Commission and provide necessary documentation within seven days of returning to work.

The provisions of this article do not apply when an employee is on pre-retirement leave in accordance with Clauses 11.12 Retirement Allowance, 14.7 Vacation Leave on Retirement and 15.14(a)(1) Pre-Retirement Leave.

**14.5 Vacation Carryover**

- (a) An employee may carry over up to five days vacation leave per vacation year to a maximum of fifteen days at any time.
- (b) Employees in the first partial year of service may carry over up to five days earned vacation leave into their first vacation year. For any credits earned beyond five days, the employee shall be paid in cash prior to the end of the first month of the following year.
- (c) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

**14.6 Callback from Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of an emergency nature.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Commission.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

**14.7 Vacation Leave on Retirement**

An employee who is scheduled to retire and to receive a superannuation allowance under the Public Service Pension Plan Rules, shall be granted full vacation entitlement for the final calendar year of service.

**ARTICLE 15 - LEAVES OF ABSENCE**

**15.1 Special Leaves**

- (a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:
  - (1) marriage of the employee .....two days;
  - (2) attending wedding of the employee's child ..... one day;
  - (3) birth or adoption of the employee's child ..... one day;
  - (4) serious household or domestic emergency..... one day;
  - (5) moving household furniture and effects ..... one day;

- (6) attending their formal hearing to become a Canadian citizen ..... one day;
  - (7) attend memorial service or funeral ..... one-half day;
  - (8) court appearance for hearing of employee's child ..... one day;
  - (9) In the case of illness or hospitalization of an elderly parent, of the employee, who is under the care of a medical practitioner, when no one other than the employee can provide for the needs of the parent, and after notifying their supervisor ..... one day per calendar year;
  - (10) court appearance for child-custody hearing ..... one day.
- (b) Two weeks notice is required for leave under (a)(1), (2), (5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7), (8) and (10), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (a)(5) on two occasions within the preceding 12 months.
- (e) An employee who has submitted their resignation will not be eligible for leave under (a)(1) and (5), during the two week period prior to the last day of employment.

### 15.2 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 15.4 – Maximum Leave Entitlement.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 15.4 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Commission 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 in the employee's community.
- (c) Leave under Clause 15.2(a) may be extended to include dependent spouse/common-law partner or dependent parent where a qualified medical practitioner provides written confirmation of the dependent person's medical disability or incapacity, which requires the employee's direct assistance during their normal working hours.

### 15.3 Family Illness Leave

- (a) In the case of illness or hospitalization of the employee's spouse or a dependent child of an employee, and when no one at the employee's home other than the employee can provide for their needs, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose. If/when improvements pursuant to this article are negotiated at the Government Master level they shall be applicable to employees covered by this collective agreement.

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

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

#### **15.4 Maximum Leave Entitlement**

(a) Leaves taken under Clauses 15.1, 15.2 and 15.3 shall not exceed a total of 10 workdays per calendar year.

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

#### **15.5 Bereavement Leave**

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral or service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.

(b) Immediate family is defined as an employee's parent, stepparent, wife, husband, common-law spouse, child, stepchild, brother, sister, stepsibling, father-in-law, mother-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to bereavement leave for one day for the purpose of attending the memorial service.

#### **15.6 Leave for Court Appearances**

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

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

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

(d) Time spent at court by an employee in their official capacity shall be at their regular rate of pay.

(e) Court actions arising from employment, requiring attendance at court, shall be with pay.

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

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

### 15.7 Educational and Training Leaves

- (a) When the Commission requires an employee to upgrade their skills or qualifications under Clause 7.9 – Upgrading Qualifications during regular working hours, they will be considered to be on leave of absence with pay for the duration of the course and examination periods.
- (b) Any regular employee, who has completed their probationary period, may apply in writing for a leave of absence with pay of up to two weeks duration to take educational or training courses which are directly related to their ability to perform their present job, or which relate to their future growth and/or promotional prospects within the Commission. Such leave will be granted, provided that the application includes sufficient advance notice and that operational requirements can be covered. Only one such leave will be granted to an employee per year.
- (c) Any regular employee, who has completed three years continuous service, may apply in writing for a leave of absence without pay of up to four months duration to take educational or training courses of their choosing. Such leave will be granted, provided that the application includes sufficient advance notice and that operational requirements can be covered. Only one such leave will be granted to an employee per year.

### 15.8 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Commission. Employees shall advise the Commission of the time and place of the examination.

### 15.9 Emergency Service Leave

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

### 15.10 Canadian Armed Forces Leave

- (a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:
- (1) *With Pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the government of Canada is remitted to the Commission;
  - (2) *Without Pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
  - (3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.
- (b) Any remuneration received from the government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where they chooses to use part or all of their annual vacation entitlement for these activities.

### 15.11 Other Religious Observances

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



- (b) A minimum of two weeks' notice is required under this provision. Where two weeks' notice is not possible, due to unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule Cumulative Time Off, Earned Time Off, unused vacation or lieu days.

#### **15.12 Full-Time Union or Public Duty Leave**

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

- (a) for employees who seek election in a municipal, provincial or federal election, for a maximum period of 90 days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;
- (c) for employees elected for a full-time position of President or Treasurer with the Union for a period of three years;
- (d) for employees elected to a public office for a maximum period of five years.

#### **15.13 General Leave**

Notwithstanding any provision for leave in this agreement, the Commission may grant leave of absence without pay to an employee requesting such leave for emergency and unusual circumstances. Such request shall be in writing and approved by the employee's immediate supervisor. Consent shall not be withheld unreasonably.

#### **15.14 Pre-Retirement Leave**

- (a) An employee scheduled to retire and to receive a superannuation allowance under the Public Service Pension Plan Rules shall be entitled to:
  - (1) a special paid leave for a period equivalent to 50% of their accumulated sick leave bank credit, to be taken immediately prior to retirement; or
  - (2) a special cash payment of an amount equivalent to the cash value of 50% of their accumulated sick bank credit, to be paid immediately prior to retirement and based on their current rate of pay.
- (b) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

#### **15.15 Elections**

Any employee eligible to vote in a federal, provincial, aboriginal community government or municipal election or referendum shall have the required consecutive clear hours, in accordance with the relevant legislation i.e., federal, provincial, aboriginal community government or municipal, during the hours in which the polls are open in which to cast their ballot.

#### **15.16 Donor Leave**

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

**15.17 Compassionate Care Leave**

An employee is entitled to leave of absence without pay for up to eight weeks for the purpose of providing care or support to a gravely ill family member (as defined in Article 15.5[b] Bereavement Leave) at risk of dying within 26 weeks. Employees wishing to access this leave will be required to provide medical certification confirming the risk to the family member. Employees will have the option of maintaining benefits during this absence.

**ARTICLE 16 - HEALTH AND WELFARE BENEFITS****16.1 Basic Medical Insurance**

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

**16.2 Extended Health Care Plan**

The Commission shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan.

**16.3 Dental Plan**

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

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

(b) Effective April 1, 2001, orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

**16.4 Group Life Insurance**

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

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

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

(c) The Group Life Plan shall include the following provisions for accidental dismemberment:

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

- (d) The Commission and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix 1.
- (e) Optional spousal coverage of \$8,000 and dependants' coverage of \$4,000 is available to employees at a current rate of two dollars per month.
- (f) Commission employees will be insured against accidental death resulting from travel by air on Commission business as provided under the BC government policy.

#### **16.5 Employment Insurance**

The Commission and its employees shall pay the Employment Insurance premiums during the life of this agreement for regular and short-term employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

#### **16.6 Medical Examination**

Where the Commission requires an employee to submit to a medical examination or medical interview, it shall be at the Commission's expense and on the Commission's time, other than a medical examination under the Short-Term Illness and Injury Plan.

#### **16.7 Health and Welfare Plan Documents**

A copy of the master contracts with the carriers for the Extended Health Care, Dental and Group Life Insurance Plans shall be forwarded to the President of the Union.

#### **16.8 Legislative Changes**

If the premium paid by the Commission for any employee health and welfare benefit stipulated in this agreement is reduced as a result of any legislative or other action by the government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

#### **16.9 Employee and Family Assistance Program**

An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.

The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.

### **ARTICLE 17 - SHORT-TERM ILLNESS AND INJURY PLAN AND LONG-TERM DISABILITY PLAN**

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with terms and conditions outlined as follows:

- (a) Short-Term Illness and Injury Plan - Appendix C, Part I
- (b) Long-Term Disability Plan - Appendix C, Part II

**ARTICLE 18 - LAYOFF AND RECALL****18.1 Layoff and Recall Procedure**

(a) In the event of layoff resulting from a decrease in the amount of work to be done in any given work centre, shortage of funds or a reorganization, provided the retained employee is qualified to perform the duties related to the job, the following shall apply:

(1) "Short-term" employees shall be laid off, in reverse order of seniority, prior to regular employees;

(2) Regular part-time employees shall be laid off prior to regular full-time employees in reverse order of seniority;

(3) Regular full-time employees shall be laid off in reverse order of seniority.

(4) In the event of a layoff of employees with three or more years of seniority, the following shall apply:

(i) employees shall have the right to displace employees who have less seniority within the same geographical region and same job title and classification; or

(ii) displace a less senior employee within the same or lower paying classification within the same geographic region subject to being qualified to do the job at the time of placement and subject to being able to perform the job after a period of familiarization. The familiarization period shall be three months. Employees shall be subject to the provisions of Clause 7.7 – Probationary Period of the collective agreement; or

(iii) for those employees exercising their rights pursuant to (i) above, they shall be deemed to have met the qualifications for the position.

(iv) Definition of geographic regions:

- Metro Vancouver
- Penticton
- Vancouver Island
- Prince George
- Prince Rupert

(b) A committee composed of a representative of the Union and a representative of the Commission shall be established. The Committee will identify vacancies within the bargaining unit for which employees may be qualified and which could be filled during the period of notice. The location, classification or classification series of employees to be laid off or recalled, is subject to mutual agreement by the parties.

(c) Employees shall be given an outline of the available options as soon as possible. Employees shall have the right to have a steward or union representative present during any interview regarding the above.

(d) (1) Within 30 days of receipt of notice of layoff, or of refusing job offers in accordance with Clause 18.1(b) and (c) above, a regular employee with less than three years of seniority may elect to have their name placed on the recall list for one year or shall be deemed to have resigned and shall be entitled to severance pay in an amount equal to one weeks' pay for every year of service or major part thereof.

(2) A regular employee with three or more years seniority, the following shall apply: Within 30 days of receipt of notice of layoff, or of refusing job offers in accordance with Clause 18.1(b) and (c) above, or declining to exercise their option pursuant to Clause 18.1(a)(4)(i) and (ii) above, the employee may elect to be placed on the recall list for one year or shall be deemed to have resigned with severance pay based upon years of service as follows:

- (i) for the first year of completed employment, three weeks current salary;
- (ii) for the second year of completed employment, three weeks current salary;
- (iii) for each completed year thereafter, one-half month's current salary.

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

(e) (1) Regular employees on layoff shall be recalled in order of seniority. Employees on layoff shall keep the Commission informed of their current address and phone number for recall purposes. Should an employee change their address or phone number during the period of layoff, they shall inform the Commission of such change.

(2) Any employee who is laid off and who fails to return to work within 10 working days notification to return to work shall be deemed to be terminated. An employee must respond to recall to a lower classification job, but may decline such and remain on the recall list. An employee who fails to respond to any written notice of recall shall be deemed to be terminated.

(3) A regular employee on layoff who fails to respond and report to work within the time limits specified in Clause 18.1(e)(2) above, on a recall to a job of a continuing nature of equal or higher classification than that job from which they were laid off shall be terminated.

## **18.2 Advance Notice**

The Commission shall notify regular employees, who are to be laid off, 20 working days prior to the effective date of layoff. If the employee has not had the opportunity to work 20 full days after notice of layoff, they will be paid in lieu of work for that part of the 20 days during which work was not made available.

## **ARTICLE 19 - SUSPENSION AND DISMISSAL**

### **19.1 Suspension**

The Commission may suspend an employee for just cause. Notice of suspension shall be confirmed in writing and shall set forth the reasons for the suspension.

### **19.2 Dismissal**

The Commission may dismiss any employee for just cause. Notice of dismissal shall be confirmed in writing and shall set forth the reasons for dismissal.

### **19.3 Burden of Proof**

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

### **19.4 Investigator**

Upon completion of Step 3 of the grievance procedure and where a difference still exists between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any questions as to whether a

matter is arbitrable, during the term of the collective agreement, an investigator or substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five days of the date of receipt of the request, and for those five days from that date, time does not run in respect of the grievance procedure;
- (d) the employee representative and the union representative who handled the grievance at Step 3 will represent their respective parties before the Investigator.

## **ARTICLE 20 - RESOLUTION OF GRIEVANCES**

### **20.1 Grievance Recognition**

The Commission and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of this agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this agreement. The procedure for resolving a grievance shall be the grievance procedure in this article.

### **20.2 Grievance Procedure Step 1**

Every effort shall be made by the employee and their supervisor to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have their steward present at such a discussion.

### **20.3 Grievance Procedure Step 2**

If the dispute is not resolved orally, the aggrieved employee may, within 20 working days of the occurrence or of first learning of the occurrence, submit a written grievance as follows:

- (a) record their grievance on the appropriate grievance form, setting out the nature of the grievance and the date and circumstances from which it arose;
- (b) state the article or articles of the agreement alleged to have been violated, and the remedy or correction requested; and
- (c) forward the grievance form to the next appropriate excluded Manager, through the steward.

The Manager shall provide the steward with a date receipted copy of the grievance. Following their investigation, but not later than 10 working days after receipt of the grievance at Step 2, the Manager will reply in writing to the steward.

### **20.4 Grievance Procedure Step 3**

Should the grievance remain unresolved, or the time limit for a reply at Step 2 not be met, the Union may, within 20 working days, refer the matter to the Vice President, Human Resources or their designate.

The Vice President, Human Resources, or their designate, shall investigate all matters pertaining to the grievance and reply in writing to the Union within 20 working days of receipt of the grievance at Step 3.

#### **20.5 Grievance Procedure Step 4**

Failing resolution at Step 3, or if the time limit for a reply has not been met, the grievance may be submitted to arbitration by the President of the Union, or their designate. In such a case, they will notify the Commission of their intention and will do so within:

- (a) 20 working days of receipt of the Commission's reply; or
- (b) 20 working days after the Commission's reply was due.

#### **20.6 Failure to Act**

If the Union, at any step, does not present a grievance to the next higher level within the prescribed time limit, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievances.

#### **20.7 Amending Time Limits**

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

#### **20.8 Administrative Provisions**

- (a) Replies to stewards to grievances at Step 2 shall normally be by secure email. If required, replies may be sent by certified mail, courier or facsimile.
- (b) Replies to grievances at Step 3 of the grievance procedure and notification to arbitrate under Step 4, shall be by certified mail, courier or facsimile.
- (c) Grievances, replies and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Commission or the Union.

#### **20.9 Deviation from Grievance Procedure**

- (a) The Commission agrees that after a grievance has been initiated at Step 2 by the Union, the Commission's representative will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

#### **20.10 Technical Objections to Grievances**

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

### **20.11 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Commission or the Union, as the case may be, within 20 working days of the occurrence. Where no satisfactory agreement is reached either party may submit the dispute to arbitration as set out in Article 21 - Arbitration.

### **20.12 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

### **20.13 Suspension or Dismissal Grievances**

(a) In the case of a dispute arising from an employee's suspension, a copy of the written notice of suspension shall be forwarded to the President of the Union, or their designate, within two working days of action being taken. The grievance may commence at Step 2 of the grievance procedure within 20 working days of the date on which the suspension occurred, or within 20 working days of the employee receiving notice of suspension.

(b) In the case of a dispute arising from an employee's dismissal, a copy of the written notice of dismissal shall be forwarded to the President of the Union, or their designate, within two working days of action being taken. The grievance may commence at Step 3 of the grievance procedure within 20 working days of the date on which the dismissal occurred, or within 20 working days of the employee receiving notice of dismissal.

## **ARTICLE 21 - ARBITRATION**

### **21.1 Notification**

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 20 – Resolution of Grievances, notify the other party within 30 days of the receipt of the reply at Step 3 of the grievance process, of its desire to submit the difference or allegations to arbitration.

### **21.2 Composition of the Board of Arbitration**

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement within seven days:

(a) Its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name their appointee pursuant to (b) of this article.



(b) The name of its appointee to a board of arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial chairperson.

### **21.3 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the Minister of Labour.

### **21.4 Board Procedure**

The Board may determine its own procedure in accordance with the *Labour Code* of British Columbia and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of its first meeting.

### **21.5 Decision of Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

### **21.6 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

### **21.7 Expenses of Arbitration Board**

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half of the fees and expenses of the Chairperson;
- (c) one-half of the fees and expenses of the single arbitrator.

### **21.8 Amending Time Limits**

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

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

### **22.1 Statutory Compliance**

The Union and the Commission agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the safe working environment, shall be fully complied with.

### **22.2 Environmental Health**

Whenever possible, environmentally friendly products will be used in the workplace.

### 22.3 Safety Committees

- (a) The Commission and the Union agree to the continuance of safety committees established in various locations for the prevention of injury, illness and property damage, and for the promotion of safety training, awareness and health and wellness.
- (b) Each committee shall include a suitable number of employee representatives of the bargaining unit, who will be appointed by the Union. Such representatives shall receive their normal pay while attending committee meetings.

### 22.4 Unsafe Working Conditions

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

- (a) a member of the Safety Committee; or
- (b) a person designated by a safety committee,

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

### 22.5 Injury Pay Provision

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

### 22.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be provided or at the expense of the Commission.

### 22.7 Investigation of Accidents

The local Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Commission on the nature and cause of the accident or injury. In the event of a fatality the Commission shall immediately notify the President of the Union, or their designate, of the nature and circumstances of the accident.

### 22.8 Display Screen Equipment

When employees are required to monitor display screen equipment, then:

- (a) When a majority of an employee's daily work time requires monitoring such display screen equipment, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to display screen equipment and after six months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.
- (b) The Employer shall ensure that new equipment shall:
  - (1) have adjustable keyboards and screens;
  - (2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, WorkSafeBC or the Provincial Ministry of Health.

The local Occupational Health and Safety Committee shall review and make recommendations on lighting and safety consistent with recommendations from the WorkSafeBC publication "*How to make your computer workstation fit you*".

### **22.9 Occupational First Aid**

- (a) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary course shall be granted with pay.
- (b) Employees required to possess a Level 2 Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive a biweekly allowance. The allowance shall be set with a view towards the public sector and will not be less than the rates in the current BCGEU Master Agreement.

### **22.10 Infectious Disease Prevention**

- (a) The parties share a desire to prevent exposure to infectious diseases that are identified in the workplace that pose a risk to workers.
- (b) When the Employer becomes aware of infectious diseases in the work area, the Employer will inform workers of the possible risk.
- (c) The Employer shall provide education/training as appropriate, to address measures that can be taken to prevent exposure.
- (d) The Employer shall make appropriate vaccinations available to employees who are identified to be at risk of exposure in the workplace.
- (e) When an employee acquires an infectious disease that potentially was acquired out of and in the course of employment, it will be reported and investigated through the process identified in Clause 22.7.

### **22.11 Parasitic Infestation Prevention**

- (a) The parties share a desire to prevent parasitic infestations that are identified in the workplace that pose a risk to workers.
- (b) When the Employer becomes aware of a parasitic infestation in the work area, the Employer will inform workers of the possible risk.
- (c) The Employer shall provide education/training as appropriate, to address measures that can be taken to prevent infestation.
- (d) Where an employee experiences a parasitic infestation that they feel was acquired in the workplace, it will be reported and investigated through the process identified in Clause 22.7.
- (e) Where an employee's personal residence is found to have an infestation, an initial investigation to determine the nature of the contraction will be conducted through the process identified in Clause 22.7.

If agreed that the infestation is due to a workplace contraction, the Employer will provide appropriate extermination services or if extermination services have already been performed, reimburse the employee the cost of extermination to a maximum of \$400, with provision of receipts.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

### 23.1 Article Purpose

The purpose of this article is to provide for technological change and to minimize any adverse effects of such change on employees in the bargaining unit by providing for retraining, transfer, early retirement or severance pay.

### 23.2 Advance Notice

Two months before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

### 23.3 Retraining, Transfer or Early Retirement

- (a) Wherever practical, an employee whose job is eliminated by technological change shall be eligible:
- (1) for retraining to equip them to operate such new equipment, as outlined in Clause 23.3(b). Should such retraining fail, Clauses 23.3(a)(2) or (3) will apply;
  - (2) to transfer into a vacancy created by bumping, in the same or lower classification, provided that they presently have the necessary qualifications, merit and ability to do the job and have greater seniority than the incumbent. If the transfer takes place, Clause 7.7 - Probationary Period and Clause 11.2 – Salary on Reclassification, Promotion or Demotion will apply;
  - (3) if the transferring employee does not have the necessary qualifications, merit and ability to perform the lowest bumpable job, retraining will take place as outlined in Clause 23.3(b). Should such retraining fail, Clause 23.4 will apply;
  - (4) for early retirement as provided by the Public Service Pension Plan Rules.
- (b) Retraining will be provided by the Commission without cost to employees, but employees must become capable of doing the new job within 30 days (or such longer period as may be agreed to by the Commission and the Union).
- (c) Clauses 23.3(a)(2) or 23.4 will apply to an employee who has been bumped.
- (d) Employees shall have the right to have their shop steward present when discussions on the above are taking place.

### 23.4 Termination or Layoff and Recall

In cases where retraining is not possible, or where bumping rights cannot be exercised, the employee(s) shall elect:

- (a) to be laid off and placed on the recall list as set out in Article 18 – Layoff and Recall;
- (b) early retirement as provided by the *Public Service Pension Plan* rules;
- (c) severance of employment as specified in Clauses 23.5 and 23.6.

### 23.5 Severance Pay Eligibility

An employee shall be eligible for severance pay immediately if they elects termination under Clause 23.4(c). If they elect to go on a recall list under Clause 23.4(a) and is not recalled after six months, they shall be eligible for severance pay at that time (in the same amount as they would have received if they had elected termination immediately under Clause 23.4(c)) and their employment shall be terminated.

### **23.6 Payment of Severance Pay**

Full-time regular employees eligible for severance pay under Clause 23.4 and Clause 23.5, or whose employment is terminated due to closure of all or part of the Commission's operation, shall be paid severance pay according to the following formula: employees with more than one year of continuous employment shall receive two weeks' pay for each full year of service, to a maximum of 26 weeks' pay. An employee who is paid severance pay shall also be entitled to any accrued vacation entitlement (or pay in lieu) under Article 14 – Annual Vacations.

### **23.7 Rehire**

In the event an employee who has been severed in consequence of a technological change (and paid severance under Clause 23.6) is subsequently rehired, it is understood that they are hired only as a new employee for all purposes of this agreement.

### **23.8 Other Claims**

Employees who are paid severance pay shall have no other claim for the loss of their employment.

## **ARTICLE 24 - MATERNITY, PRE-ADOPTION AND PARENTAL LEAVE**

### **24.1 Maternity Leave**

A pregnant employee shall qualify for maternity leave upon completion of the initial probation period.

- (a) An employee is entitled to maternity leave of up to 15 weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected delivery date. Such notice will be given at least 10 weeks prior to the expected delivery date. Notice shall be from a qualified medical practitioner licensed to practise in BC or registered midwife.
- (c) The period of maternity leave alone or in combination with the leave period of Clause 24.3 shall commence six weeks prior to the expected delivery date. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (d) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner or registered midwife. Where an employee who is at work becomes ill or injured following the commencement of the six week period in (c) above, such illness or injury shall be converted by application of the Short-Term Illness or Injury Plan as follows:
  - (1) where the illness or injury is not directly related to the condition of pregnancy, STIIP coverage may extend to the scheduled commencement of maternity leave;
  - (2) where the illness is caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by STIIP.
- (e) Maternity leave for employees in their initial probation period shall be in accordance with the *Employment Standards Act*.

### **24.2 Pre-Placement Adoption Leave**

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

- (b) The leave may be taken intermittently and only for the purpose of:
  - (1) attending mandatory pre-placement visits with the prospective adoptive child;
  - (2) to complete the legal process required by the child's or children's country for an international adoption while the employee is in the country.
- (c) Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.
- (d) Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:
  - (1) adoptions by a family member;
  - (2) adoptions by the partner of a birth parent; and
  - (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

### **24.3 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 24.1(a) or 24.4;
  - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child;
  - (3) the commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52 week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld. Such leave request must be supported by appropriate documentation.

### **24.4 Maternity/Parental Leave During the Benefit Waiting Period**

Where an employee is entitled to and takes leave pursuant to Clause 24.1(a), and/or 24.3 and is required by Employment Insurance to serve a two week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to Clause 24.1(a) or 24.3 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

### **24.5 Benefits Continuation**

- (a) For leaves taken pursuant to Clauses 24.1(a), 24.2, 24.3 and 24.4, the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.

(b) Notwithstanding (a) above, should an employee deemed to have resigned in accordance with Clause 24.6, or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause on a pro rata basis.

#### **24.6 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 24.1(a), 24.2, 24.3 or 24.4 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 24 - Maternity, Pre-Adoption & Parental Leave or if they do not return to work after having given such advice.

#### **24.7 Entitlements Upon Return to Work**

(a) An employee who returns to work after the expiration of maternity, pre-adoption or parental leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(b) On return from maternity, pre-adoption or parental, leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(c) Notwithstanding Clause 14.1(c) - Vacation and 14.5 - Vacation Carryover, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 24.1(a), and its waiting period providing:

- (1) the employee returns to work for a period of not less than six months;
- (2) the employee has not received parental allowance pursuant to Clause 24.11; and
- (3) the employee was employed prior to the date of ratification of this agreement. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 14.5 - Vacation Carryover.

(d) Employees who are unable to complete the return to work period in c(1) above as a result of proceeding on maternity, pre-adoption or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

#### **24.8 Extended Child Care Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to this article, an employee may be granted a further unpaid leave of absence up to and not to exceed six months.

The following provisions would apply:

(a) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave.

(b) An employee on extended child care leave shall provide the Employer with at least one month's written notice of return from such leave.

(c) Upon return from extended child care leave, an employee shall be placed in their former position or a position of equal rank and basic pay.

**24.9 Maternity Leave Allowance**

- (a) An employee who qualifies for maternity leave pursuant to Clause 24.1(a), shall be paid a maternity leave allowance in accordance with Clause 24.10. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to Clause 24.10, the maternity leave allowance will consist of 15 weekly payments, equivalent to the difference between employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

**24.10 Maternity Leave - Supplemental Unemployment Benefit Plan**

- (a) The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to Clause 24.1(a).
- (b) The maximum number of weeks for which SUB Plan benefits is payable is 15 weeks.
- (c) The duration of the Plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this agreement.
- (d) Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
- (e) The Employer will inform Human Resources Development Canada of any changes in the Plan within 30 days of the effective date of the change.
- (f) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

**24.11 Parental Leave Allowance**

- (a) An employee who qualifies for parental leave pursuant to Clause 24.3, shall be paid a parental leave allowance in accordance with Clause 24.12. In order to receive this allowance, the employee must provide to the Employer, proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*.

An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

- (b) Pursuant to Clause 24.12 and subject to leave apportionment pursuant to Clause 24.3(b), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

**24.12 Parental Leave - Supplemental Unemployment Benefit Plan**

- (a) The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to Clause 24.3.
- (b) The maximum number of weeks for which SUB Plan benefits is payable is 35 weeks.
- (c) The duration of the Plan will be from the date one month after the date of compliance authorization for the Supplemental Unemployment Benefit Plan is received at Human Resources Development Canada to the date of expiration of this agreement.



- (d) Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
- (e) The Employer will inform Human Resources Development Canada of any changes in the Plan within 30 days of the effective date of the change.
- (f) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

#### **24.13 Benefit Waiting Period Allowance**

An employee who qualifies for and takes leave pursuant to Clause 24.4, shall be paid a leave allowance equivalent to two weeks at 85% of the employees basic pay.

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

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Clause 24.2, 24.9, 24.11 and/or 24.13, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Articles 24.9 and/or 24.11, 24.2 and 24.13 on a pro rata basis.

#### **24.15 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 24.9, 24.11 and/or 24.13, shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

### **ARTICLE 25 - SHORT-TERM EMPLOYEES**

#### **25.1 Letter of Appointment**

A short-term employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment. In the event a regular employee at their own request receives such an appointment, their seniority as a regular employee is lost.

#### **25.2 Pay in Lieu of Vacation**

A short-term employee will be entitled to receive pay in lieu of vacation at the rate of six percent of their regular earnings. Short-term employees will receive vacation pay on each biweekly paycheque.

#### **25.3 Applicable Articles**

- (a) The following articles of this collective agreement will apply to short-term employees: 1, 2, 3, 4.1, 4.2, 5, 6, 7.1, 7.2(a)(b)(c)(d), 7.3, 7.4(a)(b)(c), 7.6, 7.7(a) (b) (d), 7.8, 7.10, 7.11, 7.12, 7.14, 7.15, 7.16, 7.17, 7.18, 10.1, 10.2, 10.3, 10.4, 10.5, 11.1, 11.4, 11.5, 11.6, 11.7, 11.8, 11.11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, 12.10, 13.1, 13.2, 13.3, 13.4, 13.6, 15.5, 15.11, 15.15, 15.16, 15.17, 18.1(a)(1), 19, 20, 21, 22, 25, 26, 27, Appendix B.
- (b) Maternity leave for short-term employees shall be in accordance with the *Employment Standards Act*.

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

#### 25.4 Designated Paid Holidays

Short-term employees who have:

- (a) worked the day before and the day after a paid holiday; or
- (b) worked 15 of the previous 30 days;

shall be compensated for the paid holidays.

#### 25.5 Health and Welfare

In lieu of health and welfare benefits, short-term employees shall receive compensation of:

Date	Rate per hour	Max biweekly
April 1, 2014	70¢	\$49.00
April 1, 2016	72¢	\$50.40
April 1, 2018	74¢	\$51.80

#### 25.6 Unpaid Leaves

Short-term employees shall be entitled to a maximum of ten unpaid personal leave days per year provided that they have worked 1,827 hours in the preceding 12 months. Employees may book five days in a "block" for vacation purposes. The days shall be scheduled in a manner that does not restrict the vacation or leave choices of regular employees or adversely affect operations.

### ARTICLE 26 - GENERAL PROVISIONS

#### 26.1 Municipal and School Board Offices

- (a) Employees may seek election to municipal or school board offices, provided that:
  - (1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as a Commission employee;
  - (2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the Commission position.
- (b) Where municipal council or school board meetings are held during the employee's normal working hours, the Commission shall grant leave without pay to attend such meetings.
- (c) Before employees may receive remuneration in municipal or school board offices they must seek the approval of the Commission.

#### 26.2 Federal and Provincial Offices

There are no restrictions, other than the oath of office, on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 15.12(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 15.12(d). If not elected, the employee shall be allowed to return to their former position.

**ARTICLE 27 - EXPIRATION OF AGREEMENT****27.1 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after midnight, March 1, 2019.
- (b) Where no notice is given by either party prior to March 31, 2019, both parties shall be deemed to have been given notice under this section on the expiry of March 31, 2019 and thereupon Clause 27.2 of this agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Commission shall be given by the Chief Executive Officer (CEO) of the Commission.

**27.2 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 27.1 of this agreement, the parties shall, within 10 days after the notice was given, or such other times as may be mutually agreed, commence collective bargaining.

**27.3 Agreement to Continue in Force**

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

**27.4 Exclude Section 50 of the Labour Relations Code**

Both parties agree to exclude the operation of Section 50, Subsections (2) and (3) of the *Labour Relations Code*, sbc Chapter 82, Index Chapter 212.5 and therefore those subsections do not apply to this collective agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Shayne Ramsay  
Chief Executive Officer

\_\_\_\_\_  
Rhonda Forster  
Bargaining Committee Chair

\_\_\_\_\_  
Dan Maxwell  
Vice President of Corporate Services  
and Chief Financial Officer

\_\_\_\_\_  
Julie Andersen  
Bargaining Committee Member

\_\_\_\_\_  
Erin Smandych  
Director, Applicant Services

\_\_\_\_\_  
Jane Williams  
Bargaining Committee Member

\_\_\_\_\_  
Michael Kierszenblat  
Regional Operations Manager

\_\_\_\_\_  
Linsay Buss  
Staff Representative - Negotiations

\_\_\_\_\_  
Ron Strome  
Director Employee Relations and OHS

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX A**  
**Relocation Expenses**

**1. Relocation Expenses Will Apply:**

- (a) to employees who have to move from one work centre to another outside of a 64 kilometre radius as a result of winning an in-service competition after completing their probation period;
- (b) to employees who have to move from one work centre to another outside of a 64 kilometre radius at the Commission's request.

**2. Travel Expenses on Relocation**

(a) *Initial Trip to Seek New Accommodation*

The Commission shall grant, with no loss of base pay, prior to relocation, at a time mutually agreeable to the Commission and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and their spouse in accordance with mileage rates. Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travel Expenses Moving to a New Location*

For the purpose of definition, dependants are spouse, dependent children, and anyone for whom the employee claims exemption on their federal income tax return.

The Commission shall reimburse the employee for travel expenses incurred during the relocation for himself, and dependants, for the actual travel time, plus up to seven days at the new location, where the employee is unable to move into their new accommodation, such expense allowances to be in accordance with current agreements.

- (1) *Meals:* Adults; full rate  
Children 12 and under; one-half rate
- (2) *Motel or Hotel:* On production of receipts; private lodging at old or new location at current rate.

(c) Where dependants of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to (3), the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven days.

**3. Living Expenses Upon Relocation at New Location**

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

- (a) the Commission shall pay an employee with no dependants a living allowance of \$17 per day up to a maximum of 30 days; or
- (b) the Commission shall pay an employee with dependants a living allowance of \$22 per day up to a maximum of 60 days;

(c) where an employee is receiving the payment in (a) above and is later joined by their dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

#### **4. Moving of Household Effects and Chattels**

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

- (a) Moving of household effects and chattels up to 8,165 kg including any item(s) which the contracted mover will accept as part of a load which includes hobbies, boats, outboard motors, washer, deep-freeze and refrigerators.
- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$25,000.
- (c) Where necessary, insured storage, up to two months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels.
- (e) When an employee is being relocated and opts to move their own household effects and chattels the employee shall receive one of the following allowances:
  - (1) \$400 for a move not exceeding a distance of 240 kilometres;
  - (2) \$700 for a move which exceeds a distance of 240 kilometres;
  - (3) \$175 where the employee is entitled to receive the amount pursuant to 8(d).
- (f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

#### **5. Moving of Mobile Homes**

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

- (a) Moving of single wide mobile trailer or home up to maximum width allowed on highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Commission will pay:
  - (1) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highway with a permit; or
  - (2) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$4,000.
- (b) Comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$25,000.
- (c) The setting up and levelling of a mobile home or double wide at the new location to a maximum of \$500 upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels if required.
- (e) Where an employee is living in a mobile home and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (a) above up to a maximum of \$2,000 upon production of receipts.
- (f) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of 4 and 12.

## **6. Moving of Personal Vehicles Upon Relocation**

The Commission shall reimburse the employee for the costs of transporting one personal vehicle and one trailer towed by the personal vehicle. The vehicle and trailer, where applicable may be driven, in which case the current vehicle allowance rates for the vehicle only will apply, or vehicle and trailer, where applicable may be shipped by rail or boat in which case the cost of the least expensive method will be paid.

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

## **7. Cost of New Services Upon Relocation**

The Commission shall reimburse the employee upon production of receipts on the following:

- (a) The cost of connections for plumbing, gas and electrical appliances to existing facilities.
- (b) The cost of alterations or modifications required to existing facilities to allow hookup of plumbing, gas and electrical appliances up to a maximum of \$100.

## **8. Incidental Expenses on Relocation**

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

- (a) When an employee purchases a private dwelling house in the new location - \$500.

This section does not apply where the Commission pays for the moving of household effects.

- (b) When the employee is moving to a furnished house, suite, apartment or mobile home - \$225.

This section applies where the Commission pays for the moving of household effects or when the new accommodation is furnished.

- (c) When the employee is moving with a mobile home - \$150.

- (d) When the employee is moving to room and board - \$100.

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

Failure to apply within 60 days will not obviate payment but will result in that payment being made that coincides with the payment that would have been made had application been made on time.

## **9. Notice to Employee Upon Relocation**

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

**10. Requested Relocation by Employee**

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

**11. Employee Responsible for Certain Costs Upon Relocation**

The following are some of the expenses which will be the responsibility of the employee upon relocation:

- (a) advertising for accommodation at new location;
- (b) house cleaning at new and old location;
- (c) all laundry and dry cleaning costs;
- (d) personal telephone connections;
- (e) moving of animals and pets;
- (f) television hookup.

**12. Real Estate and Legal Fees**

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

- (a) Effective upon signing of this agreement, reimbursement of fees to a maximum of \$6,000 charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee, who has sold their own home without the aid of a realtor, shall be entitled to claim \$1,000.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
  - (1) one percent of the first \$40,000 of the purchase price;
  - (2) one-half of one percent of any amount of the purchase price above \$40,000;
  - (3) the total cost to the Employer under Part (c) shall not exceed \$900.
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

Acceptable services for reimbursement under the term "*legal fees*" are:

*Acceptable expenses:*

- registration of deed
- land registry searches
- registration of mortgages
- certificate of encumbrances
- photocopies



- telephone
- filing fees
- miscellaneous office expenses

*Acceptable services:*

- solicitor's fee in respect of an agreement for sale where the new dwelling house is purchased;
- solicitor's fee in respect of discharge of encumbrances against the former residence;
- solicitor's fee in respect of financing the new dwelling house (e.g., first mortgage, second mortgage);
- where the employee buys or sells a multiple dwelling (duplex, triplex, etc.) the fees are to be prorated.

*Unacceptable expenses and services:*

- solicitor's fee and disbursements in respect of an agreement for sale (includes land registry fees and searches) where the former residence is sold. These items are the responsibility of the purchaser;
- appraisal fees in respect of establishing a fair market value on the purchase of the new dwelling house;
- survey fees in respect of establishing proper boundaries on the purchase of the new dwelling house;
- disbursements for interest penalty in discharging a mortgage;
- legal expenses incurred in the sale of the former residence or the purchase of the new residence where due to financing, legal, or other unforeseen problems, the deal is not completed. Fees and expenses are only paid for the completed deal;
- extra costs are not payable or total cost is prorated in proportion to the floor area involved, when the employee's dwelling house contains revenue-producing living accommodation which entail extra legal costs or fees.

**APPENDIX B  
Salary Ranges**

<b>Wage Rates – Effective First Pay Period After April 1, 2015: 1% Increase</b>						
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Office Assistant I Level "A" (hired before April 13, 2006)	BW	1,333.87	-	1412.17	-	1508.92
	M	2,899.98	-	3070.21	-	3280.55
	A	34,799.72	-	36842.51	-	39366.64
	H	19.06	-	20.17	-	21.56
Office Assistant I Level "B" (hired on or after April 13, 2006)	BW	1333.87	1373.01	1412.17	1460.52	1508.92
	M	2899.98	2985.07	3070.21	3175.33	3280.55
	A	34799.72	35820.85	36842.51	38103.92	39366.64
	H	19.06	19.61	20.17	20.86	21.56
Office Assistant II Level "A" (hired before April 13, 2006)	BW	1372.33	-	1453.25	-	1553.27
	M	2983.59	-	3159.52	-	3376.98
	A	35803.11	-	37914.25	-	40523.70
	H	19.60	-	20.76	-	22.19

Wage Rates – Effective First Pay Period After April 1, 2015: 1% Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
Office Assistant II Level "B" (hired on or after April 13, 2006)	BW	1372.33	1412.80	1453.25	1503.26	1553.27
	M	2983.59	3071.58	3159.52	3268.25	3376.98
	A	35803.11	36858.94	37914.25	39218.98	40523.70
	H	19.60	20.18	20.76	21.48	22.19
Clerk Steno III Level "A" (hired before April 13, 2006)	BW	1453.25	-	1539.67	-	1646.46
	M	3159.52	-	3347.41	-	3579.58
	A	37914.25	-	40168.89	-	42954.97
	H	20.76	-	22.00	-	23.52
Clerk Steno III Level "B" (hired on or after April 13, 2006)	BW	1453.25	1496.47	1539.67	1593.06	1646.46
	M	3159.52	3253.49	3347.41	3463.48	3579.58
	A	37914.25	39041.83	40168.89	41561.80	42954.97
	H	20.76	21.38	22.00	22.76	23.52
Clerk III Level "A" (hired before April 13, 2006)	BW	1453.25	-	1539.67	-	1646.46
	M	3159.52	-	3347.41	-	3579.58
	A	37914.25	-	40168.89	-	42954.97
	H	20.76	-	22.00	-	23.52
Clerk III Level "B" (hired on or after April 13, 2006)	BW	1453.25	1496.47	1539.67	1593.06	1646.46
	M	3159.52	3253.49	3347.41	3463.48	3579.58
	A	37914.25	39041.83	40168.89	41561.80	42954.97
	H	20.76	21.38	22.00	22.76	23.52
Clerk IV Level "A" (hired before April 13, 2006)	BW	1539.67	-	1631.94	-	1745.97
	M	3347.41	-	3548.01	-	3795.93
	A	40168.89	-	42576.15	-	45551.11
	H	22.00	-	23.31	-	24.94
Clerk IV Level "B" (hired on or after April 13, 2006)	BW	1539.67	1585.81	1631.94	1688.96	1745.97
	M	3347.41	3447.72	3548.01	3671.98	3795.93
	A	40168.89	41372.65	42576.15	44063.76	45551.11
	H	22.00	22.65	23.31	24.13	24.94
Clerk V Level "B"	BW	1631.94	1681.20	1730.45	1791.35	1852.23
	M	3548.01	3655.11	3762.18	3894.59	4026.95
	A	42576.15	43861.31	45146.20	46735.04	48323.36
	H	23.31	24.02	24.72	25.59	26.46
Clerk VI Level "B"	BW	1680.37	1731.29	1782.20	1845.12	1908.04
	M	3653.30	3764.01	3874.69	4011.49	4148.28
	A	43839.65	45168.12	46496.32	48137.86	49779.40
	H	24.01	24.73	25.46	26.36	27.26
Admin. Officer I Level "C"	BW	1874.16	1942.26	2010.35	2078.93	2147.51
	M	4074.63	4222.68	4370.72	4519.82	4668.92
	A	48895.50	50672.18	52448.60	54237.80	56027.00
	H	26.77	27.75	28.72	29.70	30.68
Admin. Officer II Level "B"	BW	1924.05	1998.98	2073.88	2150.46	2227.02
	M	4183.09	4346.00	4508.84	4675.33	4841.78
	A	50197.09	52151.96	54106.05	56103.97	58101.36
	H	27.49	28.56	29.63	30.72	31.81
Admin. Officer III Level "B"	BW	2147.51	2229.91	2312.31	2394.65	2476.95
	M	4668.92	4848.06	5027.21	5206.23	5385.16
	A	56027.00	58176.76	60326.52	62474.71	64621.86
	H	30.68	31.86	33.03	34.21	35.39
Admin. Officer IV Level "C"	BW	2293.84	2386.67	2479.50	2572.69	2665.84
	M	4987.05	5188.88	5390.70	5593.30	5795.82
	A	59844.65	62266.52	64688.38	67119.64	69549.86
	H	32.77	34.10	35.42	36.75	38.08
Admin. Officer V Level "D"	BW	2551.25	2640.81	2730.37	2814.97	2899.57
	M	5546.69	5741.40	5936.12	6120.05	6303.98
	A	66560.29	68896.85	71233.40	73440.56	75647.71
	H	36.45	37.73	39.01	40.21	41.42
Technician I Level "C"	BW	1760.74	1834.58	1908.40	1983.21	2058.02
	M	3828.04	3988.57	4149.07	4311.71	4474.36
	A	45936.45	47862.88	49788.79	51740.53	53692.27

Wage Rates – Effective First Pay Period After April 1, 2015: 1% Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
Technician II Level "B"	H	25.15	26.21	27.26	28.33	29.40
	BW	1887.97	1982.32	2076.67	2172.25	2267.84
	M	4104.65	4309.78	4514.90	4722.70	4930.53
	A	49255.79	51717.31	54178.84	56672.45	59166.33
Technician III Level "C"	H	26.97	28.32	29.67	31.03	32.40
	BW	2058.02	2174.28	2290.58	2408.66	2526.74
	M	4474.36	4727.12	4979.97	5236.69	5493.40
	A	53692.27	56725.41	59759.60	62840.22	65920.84
Systems Analyst I Level "B"	H	29.40	31.06	32.72	34.41	36.10
	BW	1691.90	1749.71	1807.54	1865.78	1924.05
	M	3678.37	3804.06	3929.79	4056.41	4183.09
	A	44140.46	45648.68	47157.43	48676.87	50197.09
Systems Analyst II Level "C"	H	24.17	25.00	25.82	26.65	27.49
	BW	1930.37	2001.00	2071.62	2142.26	2212.91
	M	4196.83	4350.39	4503.92	4657.50	4811.10
	A	50361.97	52204.66	54047.09	55890.03	57733.24
Systems Analyst III Level "C"	H	27.58	28.59	29.59	30.60	31.61
	BW	2148.46	2230.38	2312.31	2394.65	2476.95
	M	4670.98	4849.09	5027.21	5206.23	5385.16
	A	56051.79	58189.02	60326.52	62474.71	64621.86
Systems Analyst IV Level "C"	H	30.69	31.86	33.03	34.21	35.39
	BW	2375.47	2469.60	2563.74	2657.86	2752.00
	M	5164.53	5369.18	5573.85	5778.47	5983.14
	A	61974.32	64430.10	66886.15	69341.67	71797.71
Systems Analyst V Level "D"	H	33.94	35.28	36.62	37.97	39.31
	BW	2734.42	2843.02	2951.59	3060.19	3168.76
	M	5944.92	6181.03	6417.07	6653.18	6889.22
	A	71339.06	74172.36	77004.87	79838.17	82670.68
Research Officer I Level "B"	H	39.06	40.61	42.17	43.72	45.27
	BW	1678.03	1730.29	1782.56	1834.35	1886.15
	M	3648.22	3761.84	3875.48	3988.07	4100.69
	A	43778.60	45142.03	46505.72	47856.88	49208.31
Research Officer II Level "B"	H	23.97	24.72	25.47	26.21	26.95
	BW	2067.22	2131.16	2195.12	2275.61	2356.10
	M	4494.36	4633.37	4772.43	4947.42	5122.41
	A	53932.29	55600.44	57269.11	59369.04	61468.97
Research Officer Level III "C"	H	29.53	30.45	31.36	32.51	33.66
	BW	2284.86	2358.58	2432.30	2506.00	2579.71
	M	4967.53	5127.81	5288.08	5448.31	5608.57
	A	59610.37	61533.67	63456.97	65379.75	67302.79
Research Officer IV Level "B"	H	32.64	33.69	34.75	35.80	36.85
	BW	2314.48	2388.24	2461.99	2553.16	2644.33
	M	5031.93	5192.29	5352.63	5550.84	5749.06
	A	60383.13	62307.48	64231.56	66610.12	68988.68
Financial Officer I Level "B"	H	33.06	34.12	35.17	36.47	37.78
	BW	1732.61	1764.52	1796.44	1852.24	1908.04
	M	3766.88	3836.26	3905.82	4026.97	4148.28
	A	45202.56	46035.07	46867.84	48323.62	49779.40
Financial Officer II Level "B"	H	24.75	25.21	25.66	26.46	27.26
	BW	1819.57	1885.69	1951.81	2018.39	2084.97
	M	3955.94	4099.69	4243.44	4388.20	4532.95
	A	47471.28	49196.31	50921.33	52658.35	54395.38
Financial Officer II Level "C" (hired after April 30, 2001)	H	25.99	26.94	27.88	28.83	29.79
	BW	1874.16	1942.26	2010.35	2078.93	2147.51
	M	4074.63	4222.68	4370.72	4519.82	4668.92
	A	48895.50	50672.18	52448.60	54237.80	56027.00
	H	26.77	27.75	28.72	29.70	30.68

Wage Rates – Effective First Pay Period After April 1, 2015: 1% Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
Financial Officer III Level "B"	BW	1924.05	1998.98	2073.88	2150.46	2227.02
	M	4183.09	4346.00	4508.84	4675.33	4841.78
	A	50197.09	52151.96	54106.05	56103.97	58101.36
	H	27.49	28.56	29.63	30.72	31.81
Financial Officer IV Level "B"	BW	2147.51	2229.91	2312.31	2394.65	2476.95
	M	4668.92	4848.06	5027.21	5206.23	5385.16
	A	56027.00	58176.76	60326.52	62474.71	64621.86
	H	30.68	31.86	33.03	34.21	35.39
Lifeguard	BW	1184.20	-	-	-	-
	M	2574.58	-	-	-	-
	A	30894.93	-	-	-	-
	H	16.92	-	-	-	-

Note: 1. Annual: Biweekly x 26.0892857  
 2. Monthly: Annual/12  
 3. Hourly: Biweekly/70

Community Nurses Component Wage Rates – Effective October 15, 2014: 1% Increase							
		Oct 15/14 Step 1	Oct 15/14 Step 2	Oct 15/14 Step 3	Oct 15/14 Step 4	Oct 15/14 Step 5	Oct 15/14 Step 6
Nurse 4	BW	2,134.76	2,298.95	2,381.65	2,545.27	2,622.19	2,801.96
	M	4,641.20	4,998.16	5,177.96	5,533.69	5,700.92	6,091.76
	A	55,694.36	59,977.96	62,135.55	66,404.28	68,411.06	73,101.13
	H	30.50	32.84	34.02	36.36	37.46	40.03
Nurse 5	BW	2,260.66	2,434.57	2,522.12	2,695.40	2,776.85	2,967.22
	M	4,914.92	5,293.02	5,483.36	5,860.09	6,037.17	6,451.05
	A	58,979.00	63,516.19	65,800.31	70,321.06	72,446.03	77,412.65
	H	32.30	34.78	36.03	38.51	39.67	42.39
Nurse 7	BW	2,394.02	2,578.17	2,670.87	2,854.39	2,940.66	3,142.25
	M	5,204.86	5,605.22	5,806.76	6,205.75	6,393.31	6,831.59
	A	62,458.27	67,262.61	69,681.09	74,469.00	76,719.72	81,979.06
	H	34.20	36.83	38.16	40.78	42.01	44.89
Nurse 9	BW	2,535.22	2,730.23	2,828.43	3,022.76	3,114.12	3,327.61
	M	5,511.84	5,935.81	6,149.31	6,571.80	6,770.43	7,234.58
	A	66,142.08	71,229.75	73,791.72	78,861.65	81,245.17	86,814.97
	H	36.22	39.00	40.41	43.18	44.49	47.54

Note: 1. Annual: Biweekly x 26.0892857  
 2. Monthly: Annual / 12  
 3. Hourly: Biweekly / 70

**APPENDIX C  
Short and Long-Term Disability**

**Part I – Short-Term Illness And Injury Plan**

**1.1 Eligibility**

- (a) Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days

entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$413 or the EI maximum weekly sickness benefit, whichever is higher.

- (d) (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled, to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.2.
- (2) Employer and employee contributions and deductions for Superannuation and Employment Insurance will during the period of absence comply with statutory requirements.
- (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.
- (4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.
- (5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this Plan shall be based on their part-time percentage of full-time employment at date of present appointment.

### **1.2 Short-Term Plan Benefit**

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short-Term Plan Period).
- (b) The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:
- (1) accumulated sick leave credit under the old sick leave plan;
  - (2) Compensatory Time Off (CTO);
  - (3) banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
  - (4) vacation entitlement.

### **1.3 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original short-term plan period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this Plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six month period of benefits under this Plan.
- (d) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits

under this Plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

#### **1.4 Doctor's Certificate of Inability to Work**

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practise in the province of BC; or
- (b) where necessary, from a medical practitioner licensed to practise in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for six consecutive scheduled days of work;
  - (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### **1.5 Integration With Other Disability Income**

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the quarter day accumulation that is being used to supplement the Plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory Act or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) 100% of pay; or

(2) the applicable benefit percentage of the individual's average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

This section does not apply to a war disability pension paid under an Act of the governments of Canada or other commonwealth countries.

### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding 30 days;
- (3) maternity leave, parental leave or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the short-term plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six month period remaining from the scheduled date of return to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

### **1.7 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

### **1.8 Entitlement**

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

## **1.9 EI Premium**

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

## **1.10 Benefits Upon Layoff or Separation**

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

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

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

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

### **2.1 Eligibility**

(a) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.

(b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the Plan is a condition of employment.

### **2.2 Long-Term Disability Benefit**

In the event an employee, while covered under this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including periods approved in Sections 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

(a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.

(b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

- (1) effective upon ratification 70% of the first \$2,300 of monthly earnings; and
- (2) 50% of the monthly earnings above \$2,300.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.



The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the short-term plan period, or equivalent six month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first 25 months of disability shall be the day following the last month of the short-term plan period, or an equivalent six month period.

- (c) The long-term disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.
- (d) An employee in receipt of long-term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans.
- (e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for superannuation will be waived by the Employer.
- (f) Employees will not be covered by any other portion of a collective agreement but will retain seniority rights should they return to employment within six months following the cessation of benefits, or upon notice of the denial or cessation of benefits by either the claims paying agent or the Claims Review Committee as outlined in Section 2.13 whichever is later.

### **2.3 Total Disability**

- (a) Total disability, as used in this Plan, means the complete inability because of an accident or illness of a covered employee to perform all the duties of their own occupation for the 25 months of disability except where accommodation has been made which enables an employee to work:
  - (1) in their own occupation; or
  - (2) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with relevant contract provisions at the employee's basic rate at the date of disability.

After the first 25 months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of their own occupation, whichever is greater.

After the first 25 months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75% of the current rate of pay of their regular occupation at the date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.

- (b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

- (c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the employee may earn in combination with benefits from this Plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

*"Rehabilitative employment"* shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed 100% of the employee's earnings at the date of disability but in no event for more than 25 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings.

- (2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

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

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

## **2.4 Exclusions from Coverage**

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this Plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

## **2.5 Pre-Existing Conditions**

An employee shall not be entitled to long-term disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless they

have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1987.

## 2.6 Integration With Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by 100% of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory Act or law; and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) 100% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay, subject to the following:

- (i) the amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share based on the same ratio as the Employer's interest in the amount recovered to the total recovery;

- (ii) the existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid;
- (iii) where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This section does not apply to a war disability pension paid under an *Act* of the governments of Canada or other commonwealth countries.

## **2.7 Successive Disabilities**

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

## **2.8 Cessation of Benefits**

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches their 65<sup>th</sup> birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

## **2.9 Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of 18 months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

### **2.10 Benefits Upon Plan Termination**

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

### **2.11 Contributions**

The cost of this Plan will be borne by the Employer.

### **2.12 Waiver of Contributions**

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

### **2.13 Claims**

(a) Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

(b) (i) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

(ii) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the 60 day appeal period in (i) above will not commence until the claims-paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the 60 day period, the claim will be deemed to have been denied and the appeal period in (i) above shall commence.

(c) The expenses incurred by a claims review committee will be paid by the Plan.

(d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(e) LTD benefits received will be reduced by the same amount of Guaranteed Available Income for Need (GAIN) benefits received for the same period, except where the GAIN benefits received for that period are repaid to GAIN. Where the employee has been deemed eligible for GAIN benefits which exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

### **2.14 Physical Examination**

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

**2.15 Canadian Currency**

All monies payable to or from this Plan shall be payable in Canada in Canadian currency.

**2.16 Administration**

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 20 and 21 of the collective agreement.

**2.17 Implementation by Regulation**

The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

**2.18 Benefit Level**

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this collective agreement receive in wage increases.

**Part III - Joint Advisory Committee**

There shall be a joint advisory committee which shall consist of two representatives appointed by the Employer and two representatives appointed by the Union. The Employer and the Union may each appoint one alternate committee member. The purpose of the Committee shall be to consider and make recommendations to the bargaining Principals on all matters related to the effective administration of the Short-Term Illness and Injury and Long-Term Disability Plans and to consider and make recommendations to the bargaining Principals on any questions which may arise related to interpretation or application of the wording of Appendix C. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining Principals.

**INFORMATION APPENDIX 1**  
**Advance Payment of Group Life Benefits**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 16.4 – Group Life Insurance are as follows:

1. Death must be "*expected*" within 12 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$40,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

**MEMORANDUM OF UNDERSTANDING**  
**Benefits Plan Changes**

The parties agree to conduct a joint review of benefit plans for the purpose of determining efficiencies and opportunities for plan modifications or adaptations. Upon completion of the joint review, recommendations will be made to the bargaining Principals for agreement.

The Joint Committee will include a suitable number of employee representatives who shall be appointed by the Union. Leave will be granted to attend pursuant to Article 3.4(a)(2) – Time off for Union Business.

The parties agree that any benefit plan changes will include the opportunity for employees to improve benefit coverage in the following areas:

- Lifetime maximum
- Contraceptive coverage
- Vision examination coverage
- Vision coverage
- Paramedical services coverage
- Dental plan coverage

Any changes recommended by the Joint Committee to the bargaining Principals, as a result of the review will be cost neutral, in that there will be no additional unfunded liability to the Employer as a result of any changes in the plan. Any changes that result in plan savings will be used to improve benefits for employees and to administer the plan.

The intent is to have a new benefit plan ready to be implemented by January 1, 2015. In the event the bargaining Principals are unable to reach agreement on a new benefit plan, either party to this agreement may refer the matter directly to arbitration pursuant to Article 21 - Arbitration.

**MEMORANDUM OF AGREEMENT #1**  
**Job Evaluation/Compensation Review - Nurses**

Nursing positions at BC Housing will be reviewed against the job evaluation and compensation plan established for Public Service nursing positions. Any adjustments in salary as a result of the initial review will be retroactive to the date of signing.

In the event any position is found to be compensated at a rate higher than the Public Service equivalent job, it will be red circled in accordance with Article 11.2(b). Thereafter salaries for nurses will be the same as those negotiated for Public Service nurses for the life of the collective agreement.

**MEMORANDUM OF AGREEMENT #2**  
**Economic Stability Dividend**

***Definitions***

1. In this letter of agreement:

"*Collective agreement year*" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement

that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"*Economic Forecast Council*" means the Economic Forecast Council appointed under s.4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c.23.

"*Forecast GDP*" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

"*Fiscal year*" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year'.

"*Calendar year*" is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

"*GDP*" or "*Gross Domestic Product*" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

"*GW*" or "*General Wage Increase*" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first payday after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year.

"*Real GDP*" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "*Real Gross Domestic Product at Market Prices*" currently in November of each year.

### ***The Economic Stability Dividend***

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### ***Annual Calculation and publication of the Economic Stability Dividend***

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/2016 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November – Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.



7. For greater clarity and as an example only:

For collective agreement year 3 (2016/2017)

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 – Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend;
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

***Availability of the Economic Stability Dividend***

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and 2018/19 (based on 2017 GDP).

***Allowable Method of Payment of the Economic Stability Dividend***

9. The Employer will apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

**MEMORANDUM OF AGREEMENT #3**  
**Return to Work - Gainsharing**

The parties recognize the successful work of the Joint Return to Work Committee in achieving reductions in absenteeism flowing from proactive and cooperative initiatives.

As a result of recognized savings achieved, employees shall receive two lump sum payments totalling \$600 gross, less employees statutory deductions. This will be paid in two payments with the first payment of \$500 on the first pay period after date of ratification and the second payment of \$100 on the first pay period after April 1, 2015:

- To regular employees, who have worked 1827 straight-time hours in the 12 months prior to ratification;
- To part-time employees, who worked less than 1827 hours in the 12 months prior to ratification, a prorated lump sum amount based upon the percentage of hours worked during the period;
- To employees who have been on an absence without regular pay in excess of 30 days or LTD, a prorated payment based on the percentage of hours worked; and
- To short-term employees currently on pay as of the date of ratification and seasonal short-term employees, a prorated lump sum amount based upon the percentage of hours worked during the period.

**LETTER OF AGREEMENT  
Worksite Visits**

The Employer recognizes the Union's wish to have an opportunity to meet with members to provide general information regarding the BCGEU.

During the term of this agreement, the Employer agrees to consider requests for access to the local chairpersons, component chairpersons and members of the Provincial Executive to provide general information regarding the Union.

In order to facilitate this the parties agree to the following:

1. Requests for access must be made 30 days in advance to the Vice President of Human Resources or designate and include a description of the purpose of the visits.
2. Activities during visits must not interfere with the operations of the Commission.
3. Activities/discussions will not include any aspect of negotiations with the Commission, grievances or any issues that would be more appropriately addressed through another avenue of the collective agreement.
4. All sessions will be offered during breaks or before/after the earliest start/finish time of the daily shifts.
5. Should access be granted, the Employer will determine and arrange for meeting locations accessible to members while on their breaks.
6. Such access will not be unreasonably denied.

**LETTER OF UNDERSTANDING  
Re: Joint Return to Work Committee**

The parties agree to maintain a joint union/management committee, which will assist employees who become unable to work due to injury or illness by developing and implementing a joint management/union return to work program which will return workers back to a productive capacity, including alternate opportunities within the geographical location, taken into consideration operational requirements, employee skill levels and health.