

COLLECTIVE AGREEMENT

between

TELUS EMPLOYER SOLUTIONS - (TES)



and the

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



Effective from May 1, 2019 to July 31, 2023

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DEFINITIONS

For the purpose of this agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining for which the B.C. Government & Service Employees' Union was certified by the Labour Relations Board of British Columbia on March 8, 1974, and subsequently for which the Union is certified in the successorship for Telus Employer Solutions (TES). This shall include the employees represented by the BCGEU as at the date of transition to TES November 4, 2004;
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection;
- (3) "*child*" - wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse or child permanently residing in the employee's home for whom the employee has legal custody;
- (4) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (5) "*comparable*" - includes a job with a salary range not more than four grid levels below the employee's original classification;
- (6) "*continuous employment*" or "*continuous service*" - means uninterrupted employment with TES, including employees transferred to TES, effective November 14, 2004, uninterrupted employment in the Public Service of BC subject to the provisions of Clause 11.3;
- (7) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (8) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (9) "*employee*" - means a member of the bargaining unit and includes:
 - (a) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
 - (b) "*auxiliary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
 - (1) positions created to carry out special projects or work which is not continuous;
 - (2) temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave;
 - (3) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;
 - (c) "*employee*" does not include:
 - (1) excluded persons pursuant to Article 2.1;

- (2) incumbents of managerial or confidential positions mutually excluded by the parties to this agreement;
- (10) "employer" - means Telus Employer Solutions Inc. (TES) hereafter referred to as TES;
- (11) "first nations" - for the purposes of this agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments;
- (12) "headquarters" - is that area within a radius of 32 kilometers of where an employee ordinarily performs their duties;
- (13) "holiday" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;
- (14) "hours of operation" - are the hours established by TES to provide adequate service to the public and to fulfil the functions of the work unit;
- (15) "hours travelled" - means hours spent travelling from point to point on an hourly or daily basis laid down by TES and does not include meal breaks, lodging time, or time spent other than travelling;
- (16) "lateral transfer" or "transfer" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (17) "layoff" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by TES, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13-Layoff and Recall or Article 31-Auxiliary Employees;
- (18) "leave of absence with pay" - means to be absent from duty with permission and with pay;
- (19) "leave of absence without pay" - means to be absent from duty with permission but without pay;
- (20) "probation" - for an employee is six months full-time;
- (21) "promotion" - means a change from an employee's position to one with a higher maximum salary level;
- (22) "resignation" - means a voluntary notice by the employee that they are terminating their service on the date specified;
- (23) "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;
- (24) "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;
- (25) "spouse" - includes husband, wife and common-law spouse;
- (26) "termination" - is the separation of an employee from TES for cause pursuant to Article 10-Dismissal, Suspension and Discipline, Article 11-Seniority, or Article 31-Auxiliary Employees;
- (27) "travel status" - means absence of the employee from their headquarters or geographic location while on work assignment with the approval of TES. Travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location;
- (28) "union" - means the B.C. Government and Service Employees' Union (BCGEU);

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

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

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between TES and the Union.

(b) The parties to this agreement share a desire to improve the quality of Payroll Services and accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of TES in which members of the bargaining unit are employed.

1.2 Future Legislation

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

1.3 Conflict With Policies and Procedures

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

1.4 Singular and Plural

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

1.5 Human Rights Code

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

In accordance with Clause 1.5, the parties will continue to review methods of extending knowledge of the *Human Rights Code* within TES for extending knowledge relating to the *Human Rights Code* to all employees.

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

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the Human Rights Tribunal or to the process specified in Clause 1.7. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.7.

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

1.6 Sexual Harassment

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in Clause 1.7. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.7.

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

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;

- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

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

1.7 Discrimination and Sexual Harassment Complaint Procedures

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

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

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

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

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

- name, title and location of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(e) TES's designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to TES's designate or such later date as may be mutually agreed by the parties.

(f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to adjudication in accordance with the agreed upon Discrimination and Harassment in The Workplace Policies and Procedures.

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

- (h) If the Adjudicator determines that discrimination and/or harassment has occurred, TES must document the personnel file of the respondent accordingly.
- (i) Pending the determination of the complaint, TES may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.
- (j) The complainant will not be relocated without their agreement.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall be comprised of all employees as defined in this agreement except those employees in those positions mutually agreed to between the parties as managerial and(or) confidential exclusions. The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of TES policy or in the process of employer-employee relations.
- (b) The guidelines to be considered in negotiating exclusions shall be:
 - (1) position incumbents who perform the functions of a manager or superintendent;
 - (2) position incumbents who are employed in a confidential capacity in matters relating to labour relations or personnel;
 - (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account operational considerations.
- (c) Incumbents of new positions established by TES covered by the certification shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.
- (d)
 - (1) When TES wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. TES will provide to the Union a copy of the organization chart for the work unit where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.
 - (2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.

Such discussions shall include an interview with the incumbent and their immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.
 - (3) If no agreement is reached or if no response is received from the Union within 90 days of the date of notification in (1) above, TES may refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.
 - (4) Where a matter has been referred to arbitration, the arbitrated decision, if any, will be deemed to be binding on the parties.
- (e) TES will provide the Joint Union/Management Committee with information pertaining to employment agencies and contractors on as regular basis as necessary to ensure such information, related to Payroll Services, is current and shall be provided on a quarterly basis at a minimum. The list

shall include the name of all contractors, employment agencies, their work location, term of contract and type of work involved.

2.2 Bargaining Agent Recognition

TES recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, and or varied by successorship.

2.3 Correspondence

(a) TES agrees that all correspondence between TES and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

(a) TES recognizes the Union's right to select stewards to represent employees. TES and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.

(b) The Union agrees to provide TES with a list of the employees designated as stewards.

(c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

(d) The duties of stewards shall include:

(1) investigation of complaints of an urgent nature;

(2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;

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

(4) attending meetings at the request of TES.

(e) TES shall provide a private office space for the steward to meet with members to perform their duties outlined in (d) above.

2.7 Bulletin Boards

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

2.8 Union Insignia

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

- (a) *Without Pay* - with reasonable written notice, leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Union's Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;
 - (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.2.
- (b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to three employee representatives of the Union on the Union's Bargaining Committee to carry on negotiations with TES.
- (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 TES 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 TES 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. TES agrees that any of the above leaves of absence shall not be unreasonably withheld.

- (d) TES shall grant, on request, leave of absence without pay:
- (1) for employees selected for a full-time position with the Union for a period of one year;
 - (2) for an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union.
 - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (e) Where employees are appointed by the Union as union representatives to joint union-employer committees as specified in this agreement, they shall be granted leave of absence without loss of basic pay to attend such meetings.

2.11 Union Meetings

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

2.12 Union Representatives

Upon receipt of written request from the Union representative, TES may allow time on the agenda of any course, seminar, or workshop held by TES for a staff representative from the Union to speak.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on March 8, 1974 were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).
- (b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) TES shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) TES shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and TES shall also provide a list of names as well as classifications of those employees from

whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before TES is obliged to deduct any amount under (a) above, the Union must advise TES in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to TES signed by the President of the Union. When the change cannot reasonably be accommodated by TES's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide TES with a reasonable notice period to implement any change.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by TES from the pay of the employees in the bargaining unit.

(g) TES shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

(b) A new employee shall also be provided with:

- (1) the name, location and work telephone number of the steward; and
- (2) an authorization form for union dues check-off.

(c) The steward shall be advised of the name, location and work telephone number of the new employee.

(d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.

(e) The Union will provide TES with an up-to-date list of stewards' names, work locations and work telephone numbers in order that TES may meet its obligation in (b)(1) above.

(f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 6 - EMPLOYER'S RIGHTS

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Bargaining Committees

The Union Bargaining Committee shall consist of three employees who are representatives of the Union, together with the President of the Union or their designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with TES.

7.3 Union Representatives

- (a) TES agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with TES, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of TES.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, TES will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) TES agrees that access to its premises will be granted to local chairpersons, component chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering TES's premises and such access shall not interfere with the operations of TES.
- (e) Notwithstanding Clause 7.3(d), TES agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to TES of their intention and purpose for entering TES's premises and such access shall not interfere with the operations of TES or section concerned.

7.4 Technical Information

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

7.5 Emergency Services

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

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) TES and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or

- (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

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

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting their grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of TES authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

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

8.6 Failure to Act

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

8.7 Time Limits to Submit to Arbitration

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

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

8.8 Administrative Provisions

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

8.9 Dismissal or Suspension Grievances

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

8.10 Deviation from Grievance Procedure

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

8.11 Policy Grievance

- (a) Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with TES designate or the Union,

as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9-Arbitration.

(b) Unless agreed by the Principals, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

8.12 Technical Objections to Grievances

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

8.13 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.14 Amending Time Limits

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

ARTICLE 9 - ARBITRATION

9.1 Notification

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

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

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

9.2 Assignment of a Single Arbitrator

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

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

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

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

9.3 Disagreement on Decision

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

9.4 Expenses of Arbitration

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

9.5 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 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Dismissal

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

10.3 Suspension

An authorized TES designate may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

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

10.5 Right to Grieve Other Disciplinary Action

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

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

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

- (c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.
- (d) TES agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.6 Employee Appraisal Forms

Employee Appraisal Forms have been moved to Article 33.9 and renamed "*Employee Performance Planning*".

10.7 Personnel File

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

10.8 Right to Have Steward Present

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

10.9 Rejection During Probation

- (a) TES may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.2. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) Where an employee feels they have been aggrieved by the decision of TES to reject the employee during the probationary period, they may in accordance with Article 8-Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.9(a).

10.10 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this agreement:

- (a) Service seniority shall mean the length of continuous service as a regular employee in the Public Service of British Columbia and service with TES, following the date of transition to TES effective November 14, 2004. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every 1827/1957.5 hours completed.
- (b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to their present classification with the status of a regular employee.
- (c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clauses 12.6 or is demoted through no fault of their own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher classification within the same classification series or related series.
- (d) Employees appointed by TES who are not members of this bargaining unit, will not be credited for the purpose of lay off and recall, with service seniority until they have completed one year's employment after having been placed with the Union's agreement, not to be unreasonably withheld, into a vacancy within this bargaining unit, except as provided in (e).
- (e) Employees who left the bargaining unit to fill a position with TES, and subsequently returned to the bargaining unit, shall be immediately credited for the purposes of lay off and recall, with their service seniority accrued within the bargaining unit. Upon completion of one year's service these employees will be credited with the remainder of their service seniority.

11.2 Seniority List

A current service seniority list for regular employees within 30 days from date of signing will be provided by TES to the President of the Union. Service seniority lists for regular employees shall be provided June 30 and December 31 every year thereafter.

11.3 Loss of Seniority

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21-Maternity, Parental and Pre-Adoption Leave, shall not accrue seniority for leave periods over 30 calendar days.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.
- (d) An employee shall lose their seniority as a regular employee in the event that:
 - (1) they are discharged for just cause;
 - (2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position;

- (3) they are on layoff for more than one year.

11.4 Re-Employment

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

11.5 Bridging of Service

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

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

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

11.6 Seniority Blocks and Units

Seniority blocks and units shall form part of this agreement as follows:

- Blocks (regulars):.....all classifications
- Units (auxiliary):1) File Administrator I and File Administrator II
.....2) All other classifications

- (1) Should it become necessary to amend Seniority Blocks or Seniority Units as a result of operational or organizational changes, the matter shall be referred to the bargaining Principals.
- (2) Prior to such matters being referred to the Joint Union/Management Committee, written notification shall be provided to the bargaining Principals.
- (3) When two or more regular or auxiliary employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

ARTICLE 12 - CAREER PATHING

12.1 Postings

- (a) Vacancies of a regular or temporary nature that are to be filled, for positions in the bargaining unit, shall be posted on the TES Web site within 14 calendar days.
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of one year from the establishment of the list.

- (c) Notices shall be posted at least 7 workdays prior to the closing date of the competition, except as provided for in Clauses 12.6, 12.7 and Article 13-Layoff and Recall.
- (d) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (e) Where TES determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.
- (f) When temporary appointments exceed 18 months, they shall be re-posted.

12.2 Union Observer

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

12.3 Selection Procedures

- (a) Appointments shall be based on a process which appraises the knowledge, skills and abilities of eligible applicants.
- (b) The weighting of these factors shall be consistently applied within job types within a classification. For those candidates whose scores fall within 10% of each other, the applicant who has the most years of continuous service shall be appointed.

12.4 Notification

- (a) Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful employee applicant.
- (b) If the successful applicant is not an employee, upon request, an unsuccessful employee applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

12.5 Explanation Procedure

- (a) Within two workdays of receiving notification, an unsuccessful applicant may request from the individual responsible for the appointment an explanation of the reasons why they were not appointed. Within two workdays of such request, a meeting will be held to provide an oral explanation to the unsuccessful applicant.
- (b) Within two workdays of the above meeting, the unsuccessful applicant may request, in writing, a written explanation, including reasons for the decision, and such written explanation shall be provided within five workdays of the request.
- (c) An employee may file a grievance in accordance in Article 8 at Step 2.

12.6 Transfers Without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
 - (1) compassionate or medical grounds to regular employees who have completed their probationary period;

(2) all employees who have become incapacitated by industrial injury or industrial illness.

(b) In such cases the Rehabilitation Subcommittee established in Clause 30.5 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

12.7 Regular Part-Time Employees

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

Where it is known for at least a week in advance that such temporary full-time work is available TES will pre schedule regular part-time employees on the basis of service seniority, prior to auxiliary employees, provided:

(1) there shall be no increased cost to TES, including but not limited to premiums or penalties attributed to going on or coming off the temporary full-time work schedule;

(2) work assigned/offered must be within the same classification and work unit in which the regular part-time employee usually works as a regular part-time employee;

(3) part-time employees whose part-time status is derived from a job share agreement shall not be entitled to increase their hours under this arrangement, except by mutual agreement;

(4) lost work opportunities resulting from part-time regular employees accepting a full-time work opportunity or reverting to their part-time position following completion of the full-time assignment shall not be TES's responsibility;

(5) employees working a full-time schedule for any period in excess of two calendar weeks and who are subsequently unable to report for work due to illness or injury during the period of scheduled full-time work, and are entitled to benefits pursuant to Appendix 2, will have their STIIP benefit calculated on the basis of the full-time work. This calculation based upon full-time work will continue for the duration of the scheduled full-time employment and thereafter revert to a benefit based upon the employee's part-time appointment.

ARTICLE 13 - LAYOFF AND RECALL

Preamble

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

13.1 Workforce Adjustment

(a) The parties recognize that workforce adjustment may be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by TES, reorganization or program termination.

(b) The timeframe for Clause 13.1 placement activities is 60 days, or a lesser time frame for smaller adjustments, from the date the employee receives written notice of redundancy as mutually agreed. Such notice will only be issued after consultation with or advice to the Joint Committee.

(c) TES will consult with the Union through the Joint Union/Management Committee established pursuant to Article 30 respecting workforce adjustment which results in redundancy as required

pursuant to (a) above. Workforce adjustment activities will be guided by the following principles and procedures:

- (1) Both parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees. Prior to the lay off of regular employees pursuant to Clauses 13.1 and 13.2, TES may canvas any employee or group of employees to determine their interest in early retirement pursuant to Clause 13.2(f) or severance pay pursuant to Clause 13.2(h).
- (2) TES must first minimize the impact on their regular employees through the appropriate:
 - (i) cancellation of contracts for employment agency personnel;
 - (ii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;
 - (iii) where necessary, lay off of auxiliary employees;
 - (iv) lateral transfers and, where necessary, regular employees displacing auxiliary employees performing ongoing work.
- (3) The placement process applies to junior regular employees or, where appropriate, other regular employees in the same classification and seniority block for placement into vacant positions for which they are qualified.
- (4) Surplus employees will be placed through lateral transfers where such vacancies are available.
- (5) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies.
- (6) Where an employee accepts an offer, once confirmed in writing such acceptance is final and binding upon the employee, subject to the agreement of TES.

13.2 Layoff

In the event of a lay off of employees, the following shall apply:

- (a) TES shall notify employees affected by Clause 13.2, in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work their regularly scheduled shifts during the six-week period after notice of lay off, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.
- (b) An affected employee subject to lay off shall have the right to fill vacancies and to displace employees in the following manner and sequence:
 - (1) The employee to be laid off shall be the employee with the least service seniority in the same classification.
 - (2) The employee shall be placed on the basis of service seniority in accordance with (i) through (iv) below.

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

- (3) In order to facilitate the administration of Clause 13.2(b)(2) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, TES will identify the least senior employee within the classification.
- (4) "*Comparable*" includes a job with a salary range not more than four grid levels below the employee's original classification.
- (5) In the event that an employee is not placed pursuant to any of the above options they shall claim early retirement or severance pay.
- (c) *Job Offers Pursuant to (b) Above:*
- (1) If an employee refuses one job offer in the same classification they will be deemed to have resigned but may, if eligible, claim early retirement.
- (2) If an employee refuses one job offer in a different classification and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in Clause 13.2(h).
- (3) If an employee refuses a maximum of two job offers with a salary or maximum step pay range comparable to their existing position they shall claim early retirement or severance pay as outlined in Clause 13.2(h).
- (4) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance pay as outlined in Clause 13.2(h).
- (d) In all cases, the regular employee must possess the qualifications as determined by the Article 30 Committee, to perform the work available.
- (e) *Retraining and Adjustment Period*
- (1) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Article 30 Committee, current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.
- (2) In those circumstances where an employee is being placed in a regular vacancy, the Article 30 Committee shall also consider other training where it is complementary to current in-service training.
- (3) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.
- (f) *Early Retirement*
- A regular employee who is age 55 years or older and is entitled to receive a pension under the Public Service Pension Plan Rules, as of the effective date of lay off, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to purchase all or part of any eligible service for which no contributions were made, as permitted by the Public Service Pension Plan Rules.
- (g) *Pay Out of Sick Leave*
- When an employee age 55 or older opts for severance pay or early retirement, they will also qualify in accordance with the agreement, for an amount equal to 50% of accumulated sick leave credits on the date of severance or retirement.

(h) *Severance Pay*

Prior to the expiry of the notice of lay off, or within 30 days of refusing job offers in accordance with Clause 13.2(c), a regular employee will be entitled to resign with severance pay based upon three weeks current salary for each year (1827/1957.5 hours at straight-time rate) of regular service seniority or major part thereof.

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

(i) Subject to Clause 13.2(c), employees shall remain at work and on pay until the steps under Clause 13.2(b)(2) are completed provided the employee:

- (1) has co-operated in the placement process; and
- (2) has opted for displacement.

The structure of the lay off and recall/employment security provisions of the agreement is such that regular employees have seniority security over auxiliary employees.

13.3 Joint Union Management Committee

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

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

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

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

(a) *Preamble*

The parties recognize TES's right to establish hours of operation to provide adequate service and to fulfill the functions of the work unit.

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1827/1957.5, which is equivalent to an average of 35/37.5 hours per week. The 1827/1957.5 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827/1957.5 hours.

(b) *New Employees*

For all new employees hired subsequent to November 8, 2006, the annual hours of work, exclusive of meal periods taken away from the workstation but including paid holidays will be 1957.5, which is equivalent to an average of 37.5 hours per week. The 1957.5 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1957.5 hours.

(c) *Existing Regular Employees*

Existing regular employees may voluntarily increase their annual hours of work to 1957.5, which is the equivalent of 37.5 hours per week. Regular employees shall advise TES of their decision to increase their hours no later than October 31.

Existing employees will not be required to increase their hours of work as a result of positions filled in accordance with Article 12.1.

(d) *Employees Future Election*

In subsequent years, regular employees working a 35 hour workweek who wish to elect to increase their hours to a 37.5 hour workweek, may do so by advising TES no later than October 31 of each year to become effective the first pay period of the following calendar year.

(e) *No Reversion*

Employees who voluntarily increase their hours of work in accordance with (d) and (e) above, cannot "opt out" and revert back to the annual hours of work outlined in 14.1(a).

(f) *Length of Workday*

Employees working 37.5 hours per week shall work a modified workweek in accordance with Article 14.3(a).

(g) *Auxiliary Employees*

All auxiliary employees' hours of work will be in accordance with Article 14.1(c).

(h) *Standard Hours*

(1) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.

(2) Except as otherwise provided, the workday shall be seven/seven & one-half hours duration exclusive of meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.

14.2 Work Schedules

(a) This agreement shall establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.

(b) TES shall determine when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.

(c) TES's designate and the union steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in the agreement and the provisions of this article including the following:

(1) if either party wishes a change to existing work schedules, they shall provide the other party with the earliest possible advance notice in writing;

(2) if a change is requested, the notice shall be given to the appropriate union steward or designated TES representative;

(3) the parties shall have 14 days, from the date notice is given, to reach agreement on work schedules;

(4) if the parties are unable to reach agreement within 14 days, either party may refer the matter to the Joint Union/Management Committee.

(d) TES and the Union agree that any matter referred to it pursuant to (c)(4) above, shall be reviewed by the JUMC for the purpose of resolution within 45 days.

14.3 Modified Workweek

(a) Where there is mutual agreement between the Union's designate and TES's designate at the local level for the modified workweek, work schedules may be arranged on one of the following bases:

(1) 5/4 - For employees hired prior to November 8, 2006, the workday shall be eight hours and 20 minutes (37.5 hour workweek);

(2) 5/5/4 - The workday shall be eight hours (37.5 hour workweek);

(3) 5/5/5/4 - The workday shall be seven hours and 54 minutes (37.5 hour workweek).

(b) The foregoing work schedules shall be subject to the following provisions:

(1) It is understood that the implementation of modified workweek work schedules is dependent on receiving confirmation from TES prior to implementation.

(2) There shall be equitable rotation of the extra days off as mutually agreed at the local level.

(3) Pursuant to Clause 14.3(b) of the agreement, for vacation purposes employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.

(4) Pursuant to Clause 14.3(c) of the agreement, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement.

(c) (1) The extra day off is scheduled by mutual agreement at the local level on Monday or Friday; or

(2) is scheduled by mutual agreement within the applicable cycle in (a) above.

14.4 Other Work Schedules

The parties recognize that there may be occasion, due to the specific work needs, to grant approval for a work schedule that is not currently contained in this agreement. If there is mutual agreement between the bargaining Principals, a letter of agreement will be negotiated to reflect these special circumstances.

14.5 Conversion of Hours

(a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be 7/7.5 hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a 7/7.5 hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17-Paid Holidays, the time off granted will be 7/7.5 hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds

seven hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.2.

14.6 Rest Periods

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

14.7 Standby Provisions

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

(b) Regular employees on standby in a relief operation, such as a staffing pool, shall be compensated one day's basic pay for 12 hours standing by. Where the time spent on standby is followed by a full shift being worked, employees shall be compensated at the straight-time rate in the proportion of one hour's pay for each four hours of standing by in addition to their normal day's pay with a minimum of one hour's standby.

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

14.8 Meal Periods

(a) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be agreed to at the local level and shall be not less than 30 minutes nor more than 60 minutes.

(b) An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked.

14.9 Clean-up Time

Employees shall be allowed reasonable time to lock up files and documents containing client information at the end of their workday.

14.10 Scheduling Lieu Days

(a) Pursuant to Clauses 17.3 and 17.4 of the agreement, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within 60 days following the paid holiday.

(b) If the lieu day is not taken within the 60 days, it shall be immediately scheduled on the vacation roster.

(c) This clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

ARTICLE 15 - SHIFT WORK

15.1 Shift Operations

Where the hours of operation require employees to be scheduled for work outside the standard hours listed in Clause 14.1, shift schedules shall be established by mutual agreement at the local level. The shift patterns shall be either five days on and two days off or four days on and two days off unless otherwise agreed to by the parties of this agreement. Once the shift pattern and the length of the meal period have been agreed to, the length of the workday will be as required to meet the annual hours outlined in Clause 14.1 of the agreement.

15.2 Allocation of Shifts

Where the parties to this agreement determine that shifts are to be rotated, such shifts shall be rotated on an equitable basis.

15.3 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal period.

15.4 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts:*

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

(b) *Shift Premium (full-time employees):*

- \$1.35 per hour for afternoon shift;
- \$1.45 per hour for night shift.

15.5 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Clauses 15.4(a)(2) and 15.4(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.
- (c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.
- (d) Employees covered by flextime and/or modified workweek agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.

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

15.6 Notice of Work Schedules

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

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

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

15.7 Short Changeover Premium

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

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

15.8 Exchange of Shifts

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

15.9 Shortfall of Annual Working Hours

There shall be no pay back for shortfall of annual working hours in the shift systems determined in the agreement.

ARTICLE 16 - OVERTIME

16.1 Definitions

(a) "*Overtime*" - means work performed by a full-time employee in excess or outside of their regularly scheduled hours of work.

(b) "*Straight-time rate*" - means the hourly rate of remuneration.

(c) "*Time and one-half*" - means one and one-half times the straight-time rate.

(d) "*Double-time*" - means twice the straight-time rate.

(e) "*Double-time and one-half*" - means two and one-half times the straight-time rate.

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
- (1) the overtime worked is authorized in advance by TES; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, TES 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 TES shall be considered to have authorized the overtime in advance. However, TES reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, TES will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
- (1) the scheduled daily hours; or
 - (2) the maximum daily hours for those employees on flextime; or
 - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 70/75.
- (c) Overtime shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

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

16.6 Overtime Compensation

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

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

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

- (c) An employee on travel status who is required to travel on TES business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. TES may determine the means of such travel.
- (d) (1) Overtime shall be compensated in cash or time off at the employee's option.
- (2) Compensatory time off shall be scheduled by mutual agreement.
- (3) Employees may elect, at any time to receive cash payment for unscheduled compensatory time off. Such requests shall be paid to the employee within two pay periods of the request being made.
- (4) Unscheduled compensatory time off shall be paid in cash at the calendar year end or on such other date (s) as provided in the agreement, or upon termination.
- (5) Compensatory time off earned in November or December will be scheduled and taken prior to March 31 of the following year.

16.7 Overtime Meal Allowance

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

The overtime meal allowance shall be \$15.

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

- (c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice¹ to permit preparation of the meal normally taken to work, TES shall provide the meal or pay the overtime meal allowance.

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

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

16.8 No Layoff to Compensate for Overtime

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

16.9 Right to Refuse Overtime

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

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

16.10 Overtime for Part-Time Employees

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

16.11 Callout Provisions

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

- (f) An auxiliary employee who is called back to work in a circumstance such that they would be entitled to overtime compensation for the time worked, shall also be entitled to the provision of (a) above.

16.12 Rest Interval After Overtime

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

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

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

17.2 Holidays Falling on Saturday or Sunday

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

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

17.3 Holiday Falling on a Day of Rest

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

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

17.4 Holiday Falling on a Scheduled Workday

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

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Christmas or New Year's Day Off

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

17.7 Paid Holiday Pay

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

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions:*

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

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

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

(1) *For employees hired prior to May 1, 2013*

Vacation Years	Workdays
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

(2) *For employees hired May 1, 2013 and later*

Vacation Years	Workdays
First to Fifth.....	15
Sixth to Eleventh	20
Twelfth to Sixteenth	25
Seventeenth to Twenty-Second.....	27
Twenty-Third and thereafter	30

(c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven/seven and one-half hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven-/seven and one-half-hour day and deducted accordingly.

(d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

18.2 Vacation Earnings for Partial Years

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which they earn 10 days' pay.

(2) Any unused vacation earned during the first partial year will be subject to Clause 18.8.

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

18.3 Vacation Scheduling

(a) It is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four weeks of their vacation entitlement during the period June 1 to September 30, and December 15 to January 15 inclusive, which shall be defined as the prime time vacation period.

(b) For those employees who have more than four weeks' vacation entitlement, TES shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time period if they so desire.

(c) With the exception of authorized vacation carryover under Clause 18.8, the scheduling and completion of vacations shall be on a calendar-year basis.

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

(e) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

(f) Vacation schedules will be circulated and posted by January 1 of each year. This date may be altered at the local level by mutual agreement, but not later than March 1 of each year.

- (g) An employee who does not exercise their seniority rights within one week of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (h) TES shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (i) Vacation schedules, once approved by TES, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and TES.

18.4 Vacation Preference

- (a) Preference in the selection and allocation of vacation time shall be determined by sector (government, health and education) and work unit (payroll, benefits, pay accounting) on the basis of service seniority (regular service start date).

Where an employee chooses to split their vacation, their second choice of vacation shall be made only after all other employees concerned have made their initial selection.

- (b) Regular vacations shall have priority over carried over vacation time during the prime time vacation period.

18.5 Vacation Pay

Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their vacation, in which case they shall receive the higher rate.

18.6 Vacation Relief

Where vacation relief is required, TES shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category.

18.7 Approved Leave of Absence With Pay

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

18.8 Vacation Carryover

- (a) An employee may carry over up to 70/75 hours vacation leave per vacation year except that such vacation carryover shall not exceed 70/75 hours at any time. Employees in their first partial year of service may carry over up to 70/75 hours vacation leave into their first vacation year.
- (b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (c) Effective January 1, 2011, employees are required to take at least 10 days' vacation in each vacation year. Unused vacation beyond 70/75 hours permitted as vacation carryover will be paid out in the calendar year following the year the vacation is earned.

18.9 Callback From Vacation

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

18.10 Vacation Leave on Retirement

- (a) An employee scheduled to retire and to receive pension benefits shall be granted full vacation entitlement for the final calendar year of service.
- (b) Notwithstanding the provisions of (a) above, employees hired after November 8, 2006 who are scheduled to retire and to receive pension benefits shall be granted vacation entitlement on a prorated basis for the final calendar year of service.

18.11 Vacation Credits Upon Death

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

ARTICLE 19 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations which will be subject to review and revision during the period of this agreement by negotiations between the parties and included as Appendix 2-Short-Term and Long-Term Disability.

ARTICLE 20 - SPECIAL AND OTHER LEAVE**20.1 Bereavement Leave**

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.
- (b) Immediate family is defined as an employee's parent, spouse, child, grandchild, brother, sister, 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 grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.

- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

20.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (1) Wedding of the employee three days;
- (2) Attend wedding of the employee's child one day;
- (3) Birth of the employee's child two days;
- (4) Serious household or domestic emergency one day;
- (5) Moving household furniture and effects one day;
- (6) Attend their formal hearing to become a Canadian citizen one day;
- (7) Attend funeral as pallbearer or mourner one-half day;
- (8) Court appearance for hearing of employee's child one day;
- (9) In the case of serious illness or hospitalization of an elderly parent of the employee, 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
(this may be used in one-half increments);

(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 (9), leave with pay will be only for the workday on which the situation occurs.

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

20.3 Family Illness

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

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

20.4 Full-Time Public Duties

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

- (a) for employees to seek election in a municipal, first nation, provincial, or federal election for a maximum period of 90 days;
- (b) for employees elected to a public office for a maximum period of five years.
- (c) "*First nation*" for the purposes of this agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

20.5 Leave for Court Appearances

- (a) TES 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 TES all monies paid to them by the court, except travelling and meal allowances not reimbursed by TES.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

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

20.8 Educational Leave

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

- (a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or TES may be for varying periods up to one year, which may be renewed by mutual agreement.
- (b) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and TES.

- (c) Applications for educational leave for periods of four months or longer must be submitted to TES's designate six months prior to the beginning of the requested leave period.
- (d) Applications for leave of periods of less than four months should be submitted to TES with as much lead time as practical.
- (e) After consideration by TES, all applications for educational leave of four months or longer shall be forwarded to the Joint Union/Management Committee established in Article 30 for review, together with the decision of TES, no later than two months from the date of submission.

If the Committee decides that TES acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by TES. If an employee wishes to grieve TES's decision, the grievance shall commence at Step 2 of the grievance procedure.

- (f) An employee granted educational leave under this clause shall receive up to 100% of their basic pay.
- (g) An employee granted educational leave under this clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, they will remain in the service of TES for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic pay.
- (h) Should they leave the service of TES before this period expires, they shall refund to TES the total cost of their training including allowances and expenses on a pro rata basis.
- (i) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain in the employment of TES for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.
- (j) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (k) Termination of employment by the employee or by TES for just cause will nullify any obligation of assistance by TES under this clause.
- (l) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this clause.
- (m) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to TES.

20.9 Elections

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

20.10 General Leave

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

20.11 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but, the full-time absence shall be charged to the entitlement described in Clause 20.12. "*Medical, dental and/or registered midwife appointments*" include only those services covered by the BC Medical Services Plan, the Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.12 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. TES may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$450 per calendar year.

(c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.

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

20.12 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.3 and 20.11 shall not exceed a total of 70/75 hours per calendar year, unless additional special leave is approved by TES.

20.13 Emergency Service Leave

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

20.14 Canadian Armed Forces

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

(1) *With pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the government of Canada is remitted to TES;

(2) *Without pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

(3) *Without pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

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

20.15 Donor Leave

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

20.16 Other Religious Observances

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

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

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

20.17 Extended Child Care Leave

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

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

(b) The combined length of leaves under this clause and under Article 21 shall not exceed 18 months.

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

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

20.18 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

Note: It is understood that where an employee is on compassionate care leave and such leave ends due to death of a family member for which bereavement leave is provided under Clause 20.1, the

bereavement leave shall commence at the beginning of the week following termination of compassionate care EI payments except as provided for in Clause 20.1 (e). There shall be no pyramiding of EI payments and bereavement leave with pay.

ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE

21.1 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 17 weeks without pay.
- (b) An employee shall notify TES in writing of the expected date of birth. Such notice will be given at least 10 weeks prior to the expected date of birth.
- (c) The period of maternity leave alone or in combination with the leave period of 21.3 shall commence no earlier than 13 weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks with pay (standard parental leave) or leave up to 61 consecutive weeks without pay (extended parental leave).
- (b) Employees may opt for standard parental leave of 35 weeks or extended parental leave of 61 weeks as defined above but not for parental leave of any duration between the two (e.g. 50 weeks).
- (c) Once an employee opts for standard or extended parental leave, the decision is irrevocable.
- (d) Where both parents are employees of TES, they shall each qualify for up to 35 weeks of parental leave or 61 weeks of parental leave depending on their choice of either standard or extended parental leave.
- (e) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (f) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 or 21.3;
 - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child.
 - (3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must begin within the 52-week period after the date of birth or placement of the adoptive child for parents who choose standard parental leave, or within the 78 week period for parents who choose extended parental leave. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

21.3 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.2 and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance Maternity/Parental

benefits, the employee will be entitled to a leave of one week without pay immediately before leaves pursuant to 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

21.4 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 21.3, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

21.5 Maternity Leave Allowance

- (a) (1) An employee who qualifies for maternity leave, pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to TES, proof that they have 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.
- (2) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of 17 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.
- (b) (1) The objective of the Supplemental Employment Benefit (SEB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to the agreement Clause 21.1.
- (2) The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Employment Benefit (SEB) Plan is received from Human Resources Development Canada to the date of expiration of this agreement.
- (3) Employees do not have a right to SEB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
- (4) TES will inform the Human Resources Development Canada of any changes in the plan within 30 days of the effective date of the change.
- (5) 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.

21.6 Parental Leave Allowance

- (a) (1) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to TES 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.
- (2) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave, the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both

parents are employees of TES, the employees shall determine the apportionment of the 35 weeks parental leave allowance between them.

(3) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

(b) (1) The objective of the Supplemental Employment Benefit (SEB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to Article 21.2.

(2) The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Employment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this agreement.

(3) Employees do not have a right to SEB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.

(4) TES will inform the Human Resources Development Canada of any changes in the plan within 30 days of the effective date of the change.

(5) 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.

(c) Once the standard or extended parental leave weekly allowance is set, it will not be changed if the employee opts to return to work early.

21.7 Pre-Placement Adoption Leave

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

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

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

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

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

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

21.8 Benefits Continuation

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, 21.3, and 21.7 TES shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay TES's share of these premiums.
- (b) Notwithstanding Article 21.8(a), employees choosing extended parental leave may opt to maintain their medical, extended health, dental, group life and long-term disability benefits for the additional 26 weeks of leave by paying their own and the Employer premiums. The parties acknowledge that this clause will need to be revisited in the event the *BC Employment Standards Act* is amended to bring it in line with the relevant changes to the *Canada Labour Code*.
- (c) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.9 or fail to remain in the employ of TES for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, TES will recover monies paid pursuant to this clause, on a pro rata basis.

21.9 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, 21.3 or 21.7 commenced unless they advised TES of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21-Maternity, Parental and Pre-Adoption Leave or Clause 20.17 or if they do not return to work after having given such advice.

21.10 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Notwithstanding Clauses 18.1(b) and 18.8 vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 and its waiting period providing:
 - (1) the employee returns to work for a period of not less than six months, and
 - (2) the employee has not received parental allowance pursuant to 21.6.

Notwithstanding Clause 18.8 (a), vacation earned pursuant to this clause may be carried over to the following year or be paid out at the employee's option.

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

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

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.4, 21.5, 21.6 and/or 21.7, an employee must sign an agreement that they will return to work and remain in TES'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 TES for the return to work period in (a) above, the employee shall reimburse TES for the maternity, parental, benefit waiting period

and/or pre-adoption leave allowance received under Clauses 21.4, 21.5, 21.6 and/or 21.7 above on a pro rata basis.

21.12 Benefits Upon Layoff

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

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

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

22.2 Joint Occupational Health and Safety Committee

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

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by TES.
- (b) The Committee will function in accordance with the regulations made pursuant to the *Workers Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committee shall be recorded on a mutually agreed to form and shall be sent to the Union and TES.
- (c) TES shall initiate and maintain, at the regular place of employment, an Occupational Health and Safety Committee where there is:
 - (1) a workforce of 25 or more workers in an operation or work area classified as "C" (low) hazard by *WCB First Aid Regulations*.
 - (2) Where employer workforce numbers are less than the minimum requirements of (1), a committee may be established to encompass more than one worksite. Worksite combinations may be mutually agreed at the local level. Where mutual agreement cannot be reached at the local level, then either party may refer the matter to the Joint Occupational Health and Safety Committee established in Clause 22.2.
 - (3) Notwithstanding (iii) above, the Occupational Health and Safety Committee may, by mutual agreement between the designated representatives of the parties, extend the jurisdictional area for committee representation.
- (d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with *WCB Regulations*.
- (e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their

regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

(f) Other committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to this committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.

22.3 Unsafe Work Conditions

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

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

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

Where an employee acts in compliance with Section 8.24 of the *Workers' Compensation Board Industrial Health and Safety Regulations*, they shall not be subject to disciplinary action.

22.4 Investigation of Accidents

(a) Pursuant to Section 6 of the *Workers' Compensation Board Industrial Health and Safety Regulations*, all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.

(b) Reports shall be submitted on a PSC 38 (accident investigation form) which may be amended by mutual agreement and copies sent to:

- (1) Workers' Compensation Board
- (2) Occupational Health and Safety Committee
- (3) TES Designate(s)
- (4) BCGEU Designate(s).

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

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

22.5 Occupational First Aid Requirements and Courses

(a) The Union and TES agree that *First Aid Regulations* made pursuant to the *Workers Compensation Act* shall be fully complied with.

(b) Where TES 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 TES, and leave to take the necessary courses shall be granted with pay.

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

- Level 3 Occupational First Aid Certificates \$58 per biweekly
- Level 2 Occupational First Aid Certificates \$46 per biweekly

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 70/75; however, no employee shall receive more than the monthly allowance for the level of certificate which they hold.

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

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

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

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

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

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

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

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

(5) Failing (3) above, TES may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

22.6 Injury Pay Provision

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

22.7 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of TES. TES shall ensure that adequate arrangements are made

for the employee to return to the job site or accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by TES.

22.8 Video Display Terminals

- (a) Employees required to continuously operate VDTs for three and one-half consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10-minute period. Where alternate work duties are not available, employees shall receive a 10-minute rest break.
- (b) TES 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, the BC Workers' Compensation Board or the provincial Ministry of Health.
- (c) TES shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the Workers' Compensation Board.

TES agrees that any of their facilities undergoing renovation related to VDT use prior to occupancy, shall be designed to meet the standards referenced in the above paragraph. Where the use of such a facility is altered so that the completed renovation is no longer consistent with these standards the provisions of (f) shall apply.

The Occupational Health and Safety Committee shall review and make recommendations to ensure that the standards in (b) above and the lighting and other standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*", or a replacement publication or standard adopted by the Workers' Compensation Board, are being met.

- (d) TES shall continue to upgrade all existing equipment and facilities to meet the standards referenced in (b) above.

22.9 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, or the public.
- (b) Where such potential exists:
 - (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The Joint Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) The Joint Occupational Health and Safety Committee shall jointly develop a new or approve an existing training package on risk assessment.
- (e) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, or another member of the public, subject to statutory limitation.

(f) Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

22.10 Pollution Control

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

22.11 Training Program for Occupational Health and Safety Committee Members

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

(b) The program will provide two days training for all OH&S Committee members and designated safety representatives pursuant to Clause 22.2 within six months of appointment.

(c) Union instructors, safety committee members and designated safety representatives attending or delivering the training including necessary travel time will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by TES.

22.12 Safe Working Conditions

TES undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise TES of any such potentially injurious equipment.

22.13 Employee Safety Travelling To and From Work

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

22.14 Strain Injury Prevention

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illnesses which are work related.

(b) The Occupational Health and Safety Committee (or Union and TES designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

- (1) the work methods and practices;
- (2) the layout and condition of the workplace and workstation;
- (3) the characteristics of objects or equipment handled;
- (4) the environmental conditions;
- (5) the physical demands of work;

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

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

respect to the risk factors noted in (b). Such advice will be sought from resources which will, where appropriate, include a Joint Occupational Health and Safety Committee or designated safety representatives.

22.15 Supply and Maintenance of Equipment

A regular employee shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of TES failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work.

22.16 Tools and Equipment

TES shall supply all tools and equipment required to perform the work.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Technological Change Definition

Technological change means:

- (a) the introduction by TES into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by TES in that work, undertaking or business, or
- (b) a change in the manner, method or procedure in which TES carries on its work, undertaking or business that is directly related to the introduction of that equipment or material,

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

23.2 Preamble and Process to be Followed

The parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in TES's operations.

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

In light of this mutual recognition the parties have agreed to the following:

- (a) TES agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee established under Article 30-Joint Union/Management Committee, shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which TES plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
 - (1) Regular employees who are assigned by TES to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be

offered either the vacancy options, early retirement or severance pay provisions of Article 13-Layoff and Recall.

(2) To absorb those regular employees who are not assigned by TES to work with the new technology or who are displaced because of such technological change, TES will endeavour to utilize normal turnover of employees within the location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

(3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13-Layoff and Recall or Article 31-Auxiliary Employees, as appropriate.

23.3 Notice May be Delayed

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

23.4 Ongoing Consultation

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, as provided for in Clause 23.2(a). Accordingly, the parties agree, pursuant to Article 30-Joint Union/Management Committee, to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the British Columbia Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. TES will pay 100% of the regular premium.

25.2 Extended Health Care Plan

Regular employees are entitled to coverage under a mutually acceptable extended health care plan. For plan details see the benefits guide available to employees on-line.

Increase deductible to:

- January 1, 2017 \$65
- January 1, 2018 \$90

25.3 Dental Plan

(a) Regular employees are entitled to coverage under a mutually acceptable plan which provides:

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

(b) Orthodontic services are subject to a lifetime maximum payment of \$5000 per patient.

25.4 Group Life

Employees shall be entitled to coverage for group life and other related benefits under the TELUS Employee Accident Insurance Policy, the details of which are available on line at the workplace.

25.5 Business Travel Accident Insurance

Employees shall be entitled to coverage for business travel under the TELUS Business Travel Accident Insurance Policy, the details of which are available on line at the workplace.

25.6 Accident Insurance

Employees shall be entitled to Accident Insurance under the TELUS Accident Insurance Policy, the details of which are available on line at the workplace.

25.7 Medical Examination

Where TES requires an employee to submit to a medical examination or medical interview, it shall be at TES's expense and on TES's time, other than a medical examination under Appendix 2, Section 1.4.

25.8 Employee and Family Assistance Program

- (a) An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.
- (b) This TES-funded, confidential, assessment/referral service will be monitored by the Joint Union/Management Committee.
- (c) TES will consult with the Union regarding the selection of a service provider.
- (d) The parties agree to ensure that employees are aware of this program.

25.9 Health and Welfare Plans

- (a) A copy of the contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) Employees shall have access to the current benefit plan information through the TES Web site.

25.10 Designation of Spouse

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

ARTICLE 26 - PENSION PLAN

- (a) Provided TES is an eligible employer under the Public Service Pension Plan (PSPP), TES shall continue to participate in the Pension Plan.
- (b) When participating in the Pension Plan TES shall:
 - (1) Remit TES's contribution to the Pension Corporation, the PSPP's administrative agent, at the rate set by the PSPP rules.

- (2) Deduct and remit on the required cycle each individual employee's contribution to the Pension Corporation, the PSPP's administrative agent, at the rate set by the PSPP rules.
 - (3) Ensure that all administrative requirements and plan pre-requisites are fulfilled as specified by the PSPP rules.
- (c) Should the Public Service Pension Plan Board of Trustees at any time determine that ongoing participation of TES not be continued, TES and the Union will negotiate a viable equivalent alternative pension arrangement.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Equal Pay

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

27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. New hires, auxiliaries and employees recalled from layoff, will receive their pay no later than eight days after the pay period in which the hours were worked. Terminating and/or laid off employees will receive their final pay and monies owing within eight days of the end of their final pay period in which the hours were worked.
- (b) TES will provide each employee access to Employee Self Service to view and print paycheque information. Employees who are on pre-retirement, sick leave or any other leave shall be entitled to receive a printed statement of earnings upon request.
- (c) All premiums and allowances earned within a pay period will be paid no later than the end of the second pay period in which the premium/allowance was earned.
- (d) As a condition of employment all employees will be paid on direct deposit (electronic funds transfer) at the employee's choice of a participating charter bank, trust company or credit union on or before the appropriate payday.
- (e) If the pay is not available on the payday, TES shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

27.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 27.7.
- (b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

27.4 Substitution Pay

- (a) Where substitution is required for periods of less than ninety days TES shall offer substitution in the following manner:
 - (1) Employees will be canvassed for expressions of interest.
 - (2) Requests for expressions of interest shall be circulated by email for two business days.

- (3) TES undertakes, where practicable, to contact employees who are absent from work during the canvas period to determine their interest in substitution.
- (b) An employee will be granted substitution pay where the employee is:
- (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or
 - (2) assigned to perform duties of a higher paying position which would warrant a higher classification.
- (c) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (d) Substitution pay is not payable when an employee has not been designated or assigned by TES to substitute, pursuant to (a)(1) or (2) above.
- (e) Payment for leave under Clauses 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their leave, in which case they shall receive the higher rate.
- (f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series in which the employee is substituting. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.

27.5 Rate of Pay on Reclassification or Promotion

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

27.6 Pay on Temporary Assignment

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

27.7 Salary Protection and Downward Reclassification of Position

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

that is caused other than by the employee.

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

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

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

- (b) Such changes in classifications or placements made pursuant to Article 13-Layoff and Recall, and/or Clause 30.4(b) are covered by (a).

27.8 Vehicle Allowances

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

Vehicle allowance shall be effective May 1, 2010: 50¢ per km

27.9 Vehicles

If an employee is required to use their own automobile in the performance of their duties, TES shall ensure that the position posting or advertisement shall include this requirement.

27.10 Meal Allowances

TES will reimburse receipted meal expenses incurred while traveling on TES business.

27.11 Transportation for Employees

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

27.12 Retirement Allowance and Pre-Retirement Leave

The following shall apply only to those regular employees of TES who are employed on November 8, 2006:

- (a) Upon retirement from service, an employee who has completed 20 years of service with TES, and who under the provisions of the Public Service Pension Plan Rules is entitled to receive a pension 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. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

- (b) (1) An employee scheduled to retire and to receive a pension allowance under the Public Service Pension Plan Rules, shall be entitled to:
- (i) a special paid leave for a period equivalent to 50% of their accumulated sick bank credit, to be taken immediately prior to retirement; or
 - (ii) a special cash payment of an amount equivalent to the cash value of 50% of their accumulated sick bank credit, to be paid immediately prior to retirement and based upon their current rate of pay.
- (2) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.
- (3) Where an employee is permitted to purchase a period of war service under the Public Service Pension Plan Rules at retirement, they may use all or part of their entitlement for the purchase of war service.

27.13 Salary Rate Upon Employment

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

27.14 Telephone Allowance

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

27.15 Salary Rate on Demotion

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

27.16 Hourly, Daily and Partial Month Calculations

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

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

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

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

$$\frac{\text{Biweekly Salary}}{75} = \text{Hourly Rate}$$

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

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

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

Salary = hours worked and paid holidays x biweekly salary divided by hours scheduled and paid holiday (paid holiday equals 7/7.5 hours).

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

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

27.17 Expenses Within Headquarters Area

An employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by TES. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide their own meal.

27.18 Child Care Expenses

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

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

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

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

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

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

27.19 Lodging Allowance

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

27.20 Personal Duties

(a) It is understood by both parties that work not related to TES's business should not be performed on TES's time.

(b) To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

27.21 Training Allowance

- (a) The parties recognize that employees who are designated by TES to train new or existing employees, will be entitled to claim a trainer's allowance of two dollars per hour in addition to their regular pay, where the training is for a concurrent period of at least four hours in a one-day period.
- (b) All classifications, with the exception of ESA IIIs and Team Lead, are eligible to receive the trainer's allowance.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**28.1 Job/Position Descriptions and Amendments**

- (a) All employees will be provided a copy of the job/position description for their classification.
- (b) No existing classification shall be eliminated except by prior consultation with the Union.
- (c) When new or substantially altered positions covered by this agreement are introduced, the rate of pay and classification shall be subject to mutual agreement between TES and the Union.
- (d) Where the parties cannot agree, the matter may be referred to an agreed upon arbitrator.

28.2 Classification Appeal Procedure

- (a) An employee shall have the right to grieve, through the Union, the classification of the position they occupy.
- (b) The parties will agree on a list of specific arbitrators to hear such classification grievances.
- (c) The effective date of any resulting change in classification level shall be the first day of the biweekly pay period following filing of the grievance.

ARTICLE 29 - WORKLOAD**Positions Temporarily Vacant & Assignment of Work**

- (a) TES agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.
- (b) In such instances, TES shall give regular employees the opportunity to substitute in a higher paying position and arrange for staff replacements at the lowest paying category.
- (c) Approval for release to a temporary assignment, where that assignment is a promotion, will not be unreasonably withheld.
- (d) The parties agree that it is essential to ensure that all employees be advised of their job expectations, duties and responsibilities.
- (e) Where an employee is concerned that they cannot complete assignments and/or their work obligations, it is their responsibility to seek advice and direction from their local supervisor. The local supervisor will then provide direction to the employee, as necessary, on how to complete the assigned duties. This may include instructions on the priorities of the assigned duties.
- (f) Where an employee complies with the direction of their supervisor, it is understood that the consequences of such compliance will not rest with the employee.

ARTICLE 30 - JOINT UNION/MANAGEMENT COMMITTEE

30.1 Establishment of Joint Committee

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

30.2 Meetings of Committee

The Joint Committee shall meet at least once every 60 days or at the call of either party at a mutually agreeable time and place.

30.3 Chairperson of Committee

A TES representative and a union representative shall alternate in presiding over meetings.

30.4 Responsibilities of Committee

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or TES to any decisions or conclusions reached in their discussions.
- (b) In the event of any substantial re-organization which results in redundancy, relocation or reclassification, the Committee shall meet in order for TES to consult with the Union.
- (c) The Committee shall also have the power to make recommendations to the Union and TES on the following general matters:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good union/management relations between the parties;
 - (2) correcting conditions causing grievances and misunderstanding;
 - (3) reviewing matters unresolved and referred to it by the Occupational Health and Safety Committee;
 - (4) technological change;
 - (5) layoff and recall; and
 - (6) training, including training needs identification and input and advice on specific training proposals and initiatives within TES.

30.5 Rehabilitation Subcommittee

It is the intent of both parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. To this end, a Rehabilitation Subcommittee will be established as follows:

- (a) The Rehab Subcommittee shall consist of three members, one appointed by TES, one appointed by the Union and a mutually agreed upon chairperson. A secretary shall be appointed to assist in the administration of the Committee.

(b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 2, Part IV-Rehabilitation.

(c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and TES, shall make recommendations to TES's designate.

(d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and TES, shall make recommendations to TES's designate.

(e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the bargaining Principals for final disposition.

(f) The Rehabilitation Committee shall meet as required during working hours, and leave without loss of pay shall be granted to committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to TES and the Union.

(g) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as committee members.

30.6 Priority Placement and Employment Equity

The parties support the recruitment and development of a well-qualified and efficient workforce that is representative of the diversity of the people of British Columbia and the training and development of employees to foster career development and advancement.

The parties will cooperate in the identification and removal of barriers which restrict or inhibit people from being successfully employed and advanced.

Some examples of typical barriers are:

- discriminatory attitudes or behaviour such as bias, stereotyping and harassment by co-workers, supervisors and managers;
- failure to appreciate cultural differences because of a lack of familiarity with the cultural of the designated groups or the group's lack of familiarity with the cultural values of employees;
- lack of information about opportunities for employment, training, special projects or promotions, etc.;
- physical barriers such as workplaces, facilities, jobs and tools that may need to be adapted for use by individuals from the designated groups;
- systemic barriers such as employment policies, practices and systems which have an adverse impact on designated groups. An example of a systemic barrier is a qualification statement requiring years of experience rather than specifying the type and depth of experience that is needed.

In order to meet the above objectives and to redress existing employment imbalances and disadvantages TES may use remedial measures such as:

- providing career counselling, mentorship programs, internship training opportunities or other developmental opportunities to employees;

- outreach recruitment to encourage members of designated groups to apply for jobs with TES, providing them with information on employment opportunities, how to apply for positions, how to prepare for interviews, etc.

Where the application of remedial measures outlined above do not meet the stated objectives, TES may, after consulting with the President of the B.C. Government and Service Employees' Union or their designate, in respect to a vacancy, identify that applicants to a posting be limited to employees:

- (a) covered by Clauses 13.2 and 30.5;
- (b) encourage career development and advancement;
- (c) of a stated occupational group, position level or organizational unit.

Where the application of remedial measures outlined above do not meet the stated objectives, TES, and the President of the B.C. Government and Service Employees' Union or their designate may mutually agree to limit or give preference in a manner intended to achieve employment equity objectives.

ARTICLE 31 - AUXILIARY EMPLOYEES

31.1 Auxiliary Employees

- (a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) Auxiliary employees who have worked 1957.5 hours in 33 pay periods and who are employed for work which is of a continuous full-time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.
- (c) For the purposes of (b) above and Clauses 31.6-Application of agreement, 31.9-Medical, Dental and Group Life Insurance, 31.11-Annual Vacations and 31.12-Eligibility Requirements for Benefits, hours worked shall include:
 - (1) hours worked at the straight-time rate;
 - (2) hours compensated in accordance with Clause 31.10-Designated Paid Holidays;
 - (3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with TES to a maximum of 225 hours of missed work opportunity within eight calendar weeks from the beginning of the claim;
 - (4) annual vacation pursuant to Clause 31.11(d)-Annual Vacations;
 - (5) compensatory time off provided the employee has worked 1957.5 hours in 33 pay periods;
 - (6) missed work opportunities during leaves pursuant to Clause 2.10(a)-Time Off for Union Business-Without Pay, except that during the first 33 pay periods of employment such credit shall be limited to 112.5 hours;
 - (7) leaves pursuant to Clause 2.10(b)-Time Off for Union Business-With Pay;

Notwithstanding (3) above, an auxiliary employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for 150 hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

(d) For the purposes of (b) above and Clauses 31.6-Application of Agreement, 31.9-Medical, Dental and Group Life Insurance, 31.11-Annual Vacations and 31.12-Eligibility Requirements for Benefits, hours beyond the 225 hours in (c)(3) above, that an auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with TES are not added to the 1957.5 or 1200 hours nor are the days charged against the 33 or 26 pay periods.

31.2 In-Service Status for Applying for Regular Positions

(a) Auxiliary employees who have successfully completed their initial probationary period, will be recognized as in-service applicants when applying for regular positions.

(b) Subject to Clause 31.4-Loss of Seniority, an auxiliary employee who has successfully completed their initial probationary period prior to application for a regular position, or an auxiliary employee who is on layoff status and who has successfully completed their initial probationary period prior to being laid off, will have their length of service as an auxiliary employee recognized with regard given to the nature of the duties performed, including the applicant's education, skills, knowledge, experience and past work performance.

31.3 Seniority

(a) (1) For the purpose of layoff and recall and other seniority related provisions of this agreement, an auxiliary employee who has worked in excess of 30 days shall accumulate service and classification seniority within a seniority unit, as defined in the agreement, on the basis of:

- (i) all hours worked at the straight-time rate;
- (ii) designated paid holidays or days off in lieu in accordance with Clause 31.10-Designated Paid Holidays;
- (iii) annual vacation in accordance with Clause 31.11(d)-Annual Vacations;
- (iv) leave pursuant to Clause 31.12-Eligibility Requirements for Benefits or Clause 31.6(c)-Application of Agreement;
- (v) compensatory time off provided the employee has worked 1957.5 hours in 33 pay periods;
- (vi) missed work opportunities during leaves pursuant to Clause 2.10(a)-Time Off for Union Business-Without Pay except that during the first 33 pay periods of employment such credit shall be limited to 112.5 hours;
- (vii) leaves pursuant to Clause 2.10(b)-Time Off for Union Business-With Pay.

(2) The total hours above shall be converted to seven & one-half-hour shifts to establish seniority.

(3) Upon completing 30 workdays (seven & one-half-hour shifts), an auxiliary employee's seniority shall include the accumulated 30 workdays.

(b) Auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by TES, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

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

31.4 Loss of Seniority

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

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than nine months;
- (d) they are unavailable for, or decline, four offers of re-employment as provided in Clause 31.5-Layoff and Recall; or
- (e) they become a regular employee.

31.5 Layoff and Recall

- (a) Lay off of auxiliary employees shall be by classification in reverse order of service seniority within a seniority unit as defined in this agreement.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within a seniority unit, provided the auxiliary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Auxiliary employees hired for special projects, as mutually agreed to between TES and the Union, shall be considered terminated for cause in accordance with Clause 31.4(a)-Loss of Seniority upon completion of their project or program TES will provide the Union with a copy of each appointment letter for employees hired under Clause 31.5(d)-Layoff and Recall, within 30 days of the appointment.
- (e) TES will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established based on the scheduling patterns for the unit, such that auxiliary employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to (g) below.

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

- (f) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in (h) and (j) below.
- (g) Auxiliary employees will provide a direct communication link that will give them personal contact for recall purposes. This communication link must be appropriate to TES's operation and may include telephone, radio telephone, pager, public media, on call boards, written communication, etc.
- (h)
 - (1) Where a written communication link is established, a single attempt by registered mail will be made to contact the auxiliary employees.
 - (2) Where telephone/radio telephone communication is used, two attempts, at least five minutes apart, will be made to contact the auxiliary employees.
 - (3) Where a pager is used, a single attempt will be made and the auxiliary employee must respond to TES within five minutes of the page.

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

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

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

(k) If TES is unable to contact auxiliary employees during the scheduled time periods established in (e) above, TES will immediately advise the employees by certified mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 31.4(d)-Loss of Seniority. If TES is unable to contact auxiliary employees outside of the scheduled time periods, TES will not count such unavailability for purposes of Clause 31.4(d)-Loss of Seniority except as specified in (l) below.

(l) Where auxiliary employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Clause 31.4(d)-Loss of Seniority.

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

(n) Auxiliary employees who are unavailable in the following circumstances, and who call in to their work unit at the times designated by TES, will not have the decline or unavailability count as an occurrence for purposes of Clause 31.4(d)-Loss of Seniority:

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) absence on bereavement as per Clause 31.6(c)-Application of Agreement;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of, or inability to obtain child care for a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
- (7) union leave per Clause 2.10-Time Off for Union Business;
- (8) jury duty;

- (9) medical or dental appointments;
- (10) approved leave under Clause 31.11(b)-Annual Vacations;
- (11) an offer of work which is less than 3.75 hours duration;
- (12) an offer of work which would constitute a short changeover (Clause 15.7-Short Changeover Premium).

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

(o) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on four separate occasions² in the calendar periods between January 1 and June 30 inclusive or July 1 and December 31 inclusive.

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

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

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

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

(r) TES is not required to recall auxiliary employees who have already accumulated 1975.5 hours in 26 pay periods.

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

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

- (i) their work is suspended for reasons completely beyond the control of TES; or
- (ii) the duration of the work assignment is known in advance by the employee;

in which instances the provisions of (s)(1) shall apply.

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

31.6 Application of Agreement

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

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

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

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

(d) Maternity and parental leave for auxiliary employees with less than 1957.5 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

31.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive of 75¢ per working hour, up to a maximum of \$56.25 per biweekly period.

31.8 Weekly Indemnity

(a) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of auxiliary seniority. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation and the compensation paid in accordance with Clause 31.7-Health and Welfare in the six most recent biweekly pay periods in which earnings occurred.

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

(c) Subject to Clause 31.8(b)-Weekly Indemnity, full benefits will be reinstated:

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

(2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours of auxiliary seniority.

(d) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the lay off or separation until the total number of weeks for which benefits have been paid in respect of that illness is 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled lay off or separation, if

the illness occurs two months (or less) before that lay off or separation, provided that notice of the lay off or separation was given prior to the occurrence of the illness.

(e) The benefits described in this clause shall not be available to an auxiliary employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:

- (1) who is not under the care of a licensed physician;
- (2) whose illness is occupational and is covered by Workers' Compensation;
- (3) whose illness is intentionally self-inflicted;
- (4) whose illness results from service in the Armed Forces;
- (5) whose illness results from riots, wars or participation in disorderly conduct;
- (6) who is ill during a period of paid vacation;
- (7) whose illness is sustained while they are committing a criminal offence;
- (8) who is engaged in an employment for a wage or profit;
- (9) who is ill during a strike or lockout at the place where they were employed if that illness commences during the strike or lockout;
- (10) who is serving a prison sentence;
- (11) who would not be entitled to benefits payable pursuant to Part I of the *Employment Insurance Act* because they are not in Canada;
- (12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.

(f) The parties agree that the complete premium reduction from the Human Resources Development Canada accruing through the improved sick leave plan and the weekly indemnity plan will be returned to TES. This is in exchange for the implementation of the above-mentioned plans.

31.9 Medical, Dental and Group Life Insurance

(a) Auxiliary employees will be eligible for coverage under Clauses 25.1-Basic Medical Insurance, 25.2-Extended Health Care Plan, 25.3-Dental Plan, 25.4-Group Life and 25.9-Employee and Family Assistance Program after completion of 1957.5 hours worked in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight-time rate within the previous 26 pay periods. Such auxiliary employees eligible for benefits under this clause will not receive the payment under Clause 31.7-Health and Welfare.

(b) An auxiliary employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 31.4(a), (b), (c) or (d)-Loss of Seniority.

(c) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of six consecutive months immediately following the month in which the lay off occurs by paying the premium themselves.

(d) When an auxiliary employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

31.10 Designated Paid Holidays

- (a) Auxiliary employees shall be compensated for the paid holiday who have:
- (1) worked, or received pay at straight-time rates for the day before and the day after a paid holiday; or
 - (2) worked, or received pay at straight-time rates for 15 of the previous 30 days; or
 - (3) worked, or received pay for at least 112.5 hours at the straight-time rate in the previous 30 days.

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

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

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

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

31.11 Annual Vacations

- (a) Auxiliary employees will be entitled to receive vacation pay at the rate of 6% of their regular earnings. Auxiliary employees shall receive their earned vacation biweekly.
- (b) Auxiliary employees after six months from their date of hire, may elect to take a leave of absence without pay of up to 15 workdays, not to exceed 112.5 hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven workdays prior to the requested leave.
- (c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of employees and provided there is no increased cost to TES. The days need not be consecutive.
- (d) Auxiliary employees who have completed 1957.5 hours worked in 33 pay periods shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18.1-Annual Vacation Entitlement, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above or leave in accordance with (b) above.
- (e) The calendar year in which an employee qualifies for vacation leave under (d) will be considered the first partial year of service for purposes of vacation entitlement and subject to Clause 18.8-Vacation Carryover any unused vacation entitlement earned during that year will be paid to the employee on the final payday of that year.

- (f) Upon qualifying for vacation leave an auxiliary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2-Vacation Earnings for Partial Years.
- (g) Vacation leave shall be scheduled in accordance with the provisions of the agreement, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.
- (h) Vacation schedules, once approved by TES, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.
- (i) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.5-Vacation Pay, 18.8-Vacation Carryover, 18.9-Callback From Vacation, 18.10--Vacation Leave on Retirement and 18.11-Vacation Credits Upon Death.

31.12 Eligibility Requirements for Benefits

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

- (a) An employee will be entitled to benefits under this clause after completion of 1957.5 hours worked in 33 pay periods.
- (b) Subject to the eligibility requirements above, auxiliary employees will continue to be covered by the provisions of Appendix 2, Part I for a maximum 7 month period.
- (c) An auxiliary employee will cease to be entitled to coverage when they:
 - (1) fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21-Maternity, Parental and Pre-Adoption Leave,
 - (2) lose their seniority in accordance with Clause 31.4(a), (b), (c), or (d)-Loss of Seniority.
- (d) Benefits will not be paid on layoff except as provided in Appendix 2, Section 1.10-Benefits Upon Layoff or Separation.
- (e) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("*Return to work*" is understood to mean the employee completed at least one-half of a scheduled workday or shift.)
- (f) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the six pay periods immediately preceding absence due to illness.

ARTICLE 32 - GENERAL

32.1 Administrative Services Recognition Day

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

32.2 Commuting

- (a) TES shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit and/or to carpool to their worksites.
- (b) TES and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties.

32.3 Indemnity

- (a) *Civil Action* - except where there has been flagrant or wilful negligence on the part of an employee, TES agrees not to seek indemnity against an employee whose actions result in a judgment against TES. TES agrees to pay any judgment against an employee arising out of the performance of their duties. TES also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) At the option of TES, TES may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between TES and the employee) or pay the legal fees of counsel chosen by an employee.
- (d) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, TES will provide either legal counsel or, at TES's option, reimbursement of reasonable legal fees incurred in such defence.
- (e) In order that the above provisions shall be binding upon TES, the employee shall notify TES immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
 - (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
 - (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
 - (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
 - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
 - (5) when the employee receives notice of any legal proceeding of any nature or kind.

32.4 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Payroll Savings, United Way contributions and BC Transit ProPass.

32.5 Political Activity

- (a) *Municipal and School Board Offices:*

- (1) Employees may seek election to municipal and school board offices, provided that the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours.
- (2) Where the Municipal Council, the School Board or committees of the Council or Board hold meetings during the employee's normal working hours, TES shall grant leave without pay to attend such meetings.
- (3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Clause 20.10, and provided that such leave shall not exceed one-half shift per week.
- (4) The employee shall provide at least one week's written notice to TES.

(b) *Federal and Provincial Offices:*

If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(b). If not elected, the employee shall be allowed to return to their former position.

32.6 Copies of Agreements

(a) The Union and TES desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, sufficient copies of the agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the collective agreements to its members and TES shall reimburse the Union for 50% of the distribution costs.

- (b) All agreements shall be printed in a union shop and shall bear a recognized union label.
- (c) TES will provide copies of the printed collective agreement within 90 days of the signing of the agreement. Ninety days may be waived in extenuating circumstances.

32.7 Corporate Travel Card

Employees required to travel on TES business will be provided with a corporate travel card upon request.

32.8 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the employee being employed by TES, TES shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$500.

32.9 Electronic Monitoring

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

32.10 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 TES's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

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

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

Procedures

(a) If there is an allegation of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employees directly involved. The employees directly involved may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the complainant may refer the matter through the Union in writing to TES or their designate within 30 days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including:

- the name(s) of individual(s) involved; and
- the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
- names of witnesses; and
- an explanation as to why it should be considered misuse of authority; and
- the remedy sought; and
- an outline of the steps which have been taken to resolve the matter in (a) above.

These particulars will form the basis of TES's consideration and/or investigation and will be those which are placed before the panel should the matter proceed pursuant to (d). TES shall provide the respondent with a copy of the complaint.

(c) TES or their designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within 30 days of providing notice to TES.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to an arbitrator, agreed to by the parties, within 30 days of receiving TES's response or when the response was due.

The referral to the Arbitrator will include the written statement presented at Step (b) above and TES's response.

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

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

Hearings shall be conducted so as to give those involved a fair hearing. The Arbitrator may admit any evidence deemed necessary or appropriate. The Arbitrator may:

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

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

(f) Where the complaint is found to be frivolous, vindictive or vexatious, TES may take appropriate action which may include discipline.

(g) Disciplinary action taken by TES which is consistent with the recommendations of the Arbitrator shall not form the basis of a grievance.

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

ARTICLE 33 - TRAINING & CAREER DEVELOPMENT

33.1 Purpose

It is recognized that it is in our mutual interest that:

- (a) A skilled workforce is maintained through timely and adequate training that is necessary to perform current responsibilities;
- (b) Developmental opportunities are made available in requisite skills, knowledge and experience areas which are not needed in an employee's present position but needed in potential future responsibilities or when replacing absent staff;
- (c) Developmental training is available to satisfy personal long-term educational goals utilizing after-hours time.

It is recognized that training and development activity is a joint responsibility shared between TES and the recipient employee.

All training and development opportunities are subject to the availability of individual TES training and development funding, TES training policies and operational requirements. All TES training policies shall be posted by January 31 of each year or made available on request to employees.

33.2 Training

- (a) TES shall determine the training necessary for employees to perform the duties of their position.

(b) Such training may be in the form of in-service training, courses, seminars, demonstrations, conferences, refresher courses or on-the-job instruction as appropriate. Leave required for such training shall be in accordance with Clause 20.7 of the agreement.

33.3 Training Assistance

(a) Employees shall be reimbursed for 100% of the tuition for job-related courses approved by TES the guidelines for which are outlined in Clause 34.4 below.

(b) Tuition fees for approved courses which lead to a diploma or a degree shall be reimbursed in the amount of 75%.

(c) Termination of employment will nullify any obligation of assistance by TES.

33.4 Educational Assistance

To qualify for reimbursement, an employee must be a regular employee upon enrolment.

To be approved, the courses described below must be related to the employee's present position or career development:

(a) On-campus or extension courses taken for credit and given by accredited higher educational institutions;

(b) Correspondence courses taken from recognized schools;

(c) Vocational or business courses taken from recognized schools;

(d) Technical courses taken from recognized engineering/technical institutions; and

(e) Seminars.

All applications for training assistance must be submitted prior to registration in the course.

The employee shall initially pay the tuition fees, with reimbursement provided on proof of successful completion of the program.

33.5 Conferences and Seminars

(a) Where practical, employees may be permitted to attend conferences and seminars in their respective fields at TES expense. Upon return from such conferences or seminars, the employee may be required to submit a report to TES head concerned.

(b) Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval, by TES, of their application. Employees shall suffer no loss of basic pay as a result of such attendance.

(c) An employee who attends a conference, convention, seminar or staff meeting at the request of TES, shall be deemed to be on duty and, as required, on travel status.

33.6 In-Service Examination

(a) Employees shall be permitted to write any in-service examination required by TES, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an in-service examination shall, upon request and where available, receive a copy of their examination

paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.

(b) Eligible candidates participating in a posted competition for a regular position, and who are required to take an examination as a part of the competitive process, including the testing of keyboarding skills, shall be administered at no cost to the employee.

33.7 Upgrading Qualifications

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

33.8 On-the-Job Training

The management team shall be responsible for providing job training to employees filling vacant or new positions.

33.9 Employee Performance Planning

(a) TES will implement an employee Performance Planning Program (e.Performance) during the life of the agreement. The purpose will be to maximize the quality and effectiveness of individual objective setting, development and performance review. The implementation of this Program will be discussed at the JUMC.

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

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

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

ARTICLE 34 - EMPLOYMENT EQUITY

- (a) TES is committed to providing a work environment free of any form of adverse discrimination.
- (b) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

ARTICLE 35 - SHORT-TERM AND SEASONAL EMPLOYMENT

TES may engage individuals on a short-term or seasonal student basis.

35.1 Short-Term Employment

Short-term employees shall be hired on the following basis:

- (a) For a specific term not to exceed 120 calendar days.
- (b) Short-term employees shall be engaged to perform File Administrator I functions only.
- (c) Short-term employees shall be paid 85% of Grid 1A Step 1.

- (d) Vacation pay will be calculated at 4% of all earnings.
- (e) No seniority will accrue for the purpose of layoff and recall.
- (f) Short-term employees shall not be required to become members of the Union.
- (g) No individual shall be permitted to work on subsequent short-term employment basis without the lapse of 30 calendar days since the expiry of that individual's most recent of employment.

35.2 Student Seasonal Employment

Student Seasonal employees shall be hired to provide work opportunity and employment experience for seasonal work on the following basis:

- (a) For a specific term not to exceed 120 calendar days.
- (b) Student Seasonal employees shall be engaged to perform File Administrator I functions only.
- (c) Student Seasonal employees shall be paid 85% of Grid Level 1A Step 1.
- (d) Vacation pay will be calculated at 6% of base salary earnings.
- (e) Health and Welfare benefits in accordance with Article 31.7 will apply.
- (f) No seniority will accrue for the purpose of layoff and recall.
- (g) Student Seasonal employees shall be required to become members of the Union.
- (h) All File Administrators I and II on layoff will be recalled before Student Seasonal Employees would be offered employment under this article.

35.3 Notification

- (a) Short-term and student seasonal employees shall receive an appointment letter containing:
 - (1) the date their employment is to commence
 - (2) the date their employment is to terminate or is intended to terminate
 - (3) The classification, pay rate and applicable conditions for the work to be performed,
- (b) TES will provide copies of these appointment letters to the Union.

ARTICLE 36 - TERM OF AGREEMENT

36.1 Duration

This agreement shall be binding and remain in effect to midnight July 31, 2023.

36.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 1, 2023, but in any event not later than midnight, April 30, 2023.
- (b) Where no notice is given by either party prior to April 30, 2023, both parties shall be deemed to have given notice under this clause on April 30, 2023, and thereupon Clause 36.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of TES shall be given by TES designate.

36.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 36.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

36.4 Change in Agreement

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

36.5 Agreement to Continue in Force

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

36.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect May 1, 2019.

**SIGNED ON BEHALF OF
THE UNION BY:**

**SIGNED ON BEHALF OF
THE EMPLOYER BY:**

Stephanie Smith
President

Linda McCutcheon
Director and General Manager

Robin Anderson
Bargaining Committee Member

Janine Roth
Bargaining Committee Member

Paul Staples
Bargaining Committee Member

Earl Moloney
Staff Representative

Dated this _____ day of _____, 2019

APPENDIX 1 Salary Schedule

Salary rates shall be increased as follows:

Effective May 1, 20192%
 Effective May 1, 20202%
 Effective May 1, 20212%
 Effective May 1, 20221%
 Effective November 1, 20221%

Classification	Step	Current	May 1 2019 2%	May 1, 2020 2%	May 1, 2021 2%	May 1, 2022 1%	Nov 1, 2022 1%
File Administrator	Step 1	21.14	21.56	21.99	22.43	22.66	22.88
	Step 2	21.73	22.16	22.61	23.06	23.29	23.52
	Step 3	22.36	22.81	23.26	23.73	23.97	24.21
File Administrator II	Step 1	23.00	23.46	23.93	24.41	24.65	24.90
	Step 2	23.97	24.45	24.94	25.44	25.69	25.95
	Step 3	25.40	25.91	26.43	26.95	27.22	27.50
Employee Service Administrator I	Step 1	25.40	25.91	26.43	26.95	27.22	27.50
	Step 2	26.92	27.46	28.01	28.57	28.85	29.14
	Step 3	27.37	27.92	28.48	29.05	29.34	29.63
Employee Service Administrator II	Step 1	27.36	27.91	28.47	29.03	29.32	29.62
	Step 2	28.19	28.75	29.33	29.92	30.21	30.52
	Step 3	28.67	29.24	29.83	30.42	30.73	31.04
Employee Service Administrator III	Step 1	29.42	30.01	30.61	31.22	31.53	31.85
	Step 2	31.74	32.37	33.02	33.68	34.02	34.36
	Step 3	32.69	33.34	34.01	34.69	35.04	35.39
Team Lead	Step 1	33.70	34.37	35.06	35.76	36.12	36.48
	Step 2	34.74	35.43	36.14	36.87	37.24	37.61
	Step 3	36.32	37.05	37.79	38.54	38.93	39.32

APPENDIX 2 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 TES.
- (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 the Employment Insurance maximum weekly sickness benefit..
- (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 TES'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 Public Service Pension Plan and Employment Insurance during the period of absence will comply with statutory requirements.

(3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.

(4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, TES 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 TES.

(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.

(f) Regular employees who have opted for auxiliary recall and who are unable to work on recall or during the recall period due to illness or injury will be covered by this appendix, provided:

(1) They meet all the conditions of the Plan, and

(2) No other employee aside from the regular incumbent is in receipt of STIIP in respect of that work.

Notwithstanding this appendix, the extent of the STIIP benefit only covers the period of lost work opportunity.

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, except as provided in (d) below, where the short-term plan period shall continue to be as defined in Section 1.2(a).

(d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the short-term plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the short-term plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated 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

TES 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) the consulting physician to whom the employee is referred by the medical practitioner in (a) 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.

Where TES requires medical documentation 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 documentation.

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 ¼ 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 TES;
- (b) 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, TES 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 TES as soon as possible of their inability to report to work because of illness or injury. The employee shall inform TES 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 pro-rated basis.

1.9 EIC Premium

The parties agree that the complete premium reduction from Human Resources Development Canada Insurance Commission accruing through the improved illness and injury plan will be returned to TES.

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 lay off or separation is given after the commencement of the illness for which the benefits are being paid.

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

(c) Benefits will continue to be paid in accordance with (a) above for which notice of 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 lay off or separation.

The maximum 6 month period identified in this appendix shall be a maximum 7 month period for auxiliary employees who qualify for benefits pursuant to the agreement, Article 32.12.

Part II - Long-Term Disability Plan

2.1 Eligibility

(a) (1) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six months active employment with TES. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.

(2) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six months of full-time, unbroken employment from the date the employee qualified for Short-Term Illness and Injury Plan benefits under Clause 32.12.

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

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

2.2 Long-Term Disability Benefit

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

- (a) while the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
- (1) 70% of the first \$2,300.00 of monthly earnings; and
 - (2) 50% of the monthly earnings above \$2,300.00.

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

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 Public Service Pension Plan and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a rehabilitation committee established thereunder and will retain seniority rights should they return to employment within six months following cessation of benefits.
- (e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for pension benefits will be waived by TES.
- (f) An employee engaged in rehabilitative employment with TES and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension benefits waived by TES, except that pension benefits contributions shall be deducted from any salary received from TES to cover the period of rehabilitative employment.

2.3 Total Disability

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

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

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 27.7(a) at the employee's basic rate at the date of disability.

After the first 25 months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered

totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of their own occupation, whichever is greater.

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

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

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

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, 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 TES.

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

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and TES, 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).

2.4 Exclusions from Coverage

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

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;

- (c) intentionally self-inflicted injuries or illness.

2.5 Pre-Existing Conditions

An employee shall not be entitled to long-term disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90- day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1987.

2.6 Integration With Other Disability Income

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

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

- (a) any amount payable under the *Workers Compensation Act* or law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of TES 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, TES will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay subject to the following:

- (1) the amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to TES's share of total claim recovery;
- (2) the existence of an action commenced by or on behalf of an employee does not preclude TES from joining the employee's action or commencing an action on its own behalf respecting the benefits paid;
- (3) where TES 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

- (1) An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:
 - (a) at the end of the month in which the employee reaches their 65th birthday;
 - (b) on the date of commencement of paid absence prior to retirement;
 - (c) on the date of termination of employment with TES.

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) In the event that the maximum retirement provisions of the Public Service Pension Plan Rules are declared inoperative or are otherwise struck down by a Court of competent jurisdiction, 2.8(a) will read:

at the end of the month in which the employee reaches their 65th birthday.

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 TES.

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 TES. 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 Physician. The appointment of the physician shall be determined by mutual agreement between the parties. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

(b) (1) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

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

In such circumstances the 60-day appeal period in (1) above will not commence until the claims paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the 60-day period, the claim will be deemed to have been denied and the appeal period in (1) above shall commence.

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

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

(e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* except where the benefits received for that period under these Acts are repaid. Where the employee has been deemed eligible for benefits under these Acts, which benefits exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

TES, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by TES 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

TES will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of this 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 TES and two representatives appointed by the Union. TES 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 2. 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.

Part IV - Rehabilitation

In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

- (a) for the purpose of this section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.3(a) of the Long-Term Disability Plan.
- (b) Where the employee meets the definition in (a) above TES shall provide the employee with an application for alternative suitable employment. An employee who fails to:
 - (1) sign the application form;
 - (2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee principles;

- (3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program;

shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

(c) The application shall be completed and returned to TES who shall within 10 workdays forward the application to the Secretary. The committee members shall be provided with copies of the application.

(d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

- (1) if the application is properly before the Committee;
- (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
- (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment.
- (4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to TES to return the incapacitated employee to work considering the following accommodations:
 - (i) modification of the duties of the employee's job;
 - (ii) flexibility in scheduling hours of work within existing hours of operation;
 - (iii) provision of technical or mechanical aids.

(5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 - Layoff and Recall of the agreement excluding displacement options pursuant to Clauses 13.3 and 13.4(c)(2).

(e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Rehabilitation Committee if it is medically appropriate to do so.

(2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Rehabilitation Committee while on STIIP. In such cases, Part IV (c), and (d) will apply.

(f) Where an employee has a physical occupational illness or injury, TES will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of the agreement.

(g) Where TES has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

INFORMATION APPENDIX I
Re: Advance Payment of Group Life Benefits

TES shall provide for an advance payment of group life benefits. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$100,000.

The Sun Life Plan provides a living benefits loan for terminally ill employees as follows:

1. Death must be "*expected*" within 24 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow Sun Life to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from TES must be submitted with the employee's request.
4. The amount of the payment will be two times the employee's annual salary to a maximum of \$100,000.
5. Employees are not eligible to receive this payment after their 60th birthday.
6. A signed release will be obtained from the insured employee prior to payment being made.
7. Notwithstanding (5) above, TES agrees to "*underwrite*" eligibility for employees aged 60 to 65.

INFORMATION APPENDIX II
Re: Interpretative Document Modified Workweek

The purpose of this document is to provide guidance to the parties respecting the application of the Hours of Work - Article 14.

This requirement is based on the substantive changes made during previous negotiations; specifically the introduction of the 5/5/5/4 cycle and the ability to schedule the extra days off on days other than Monday and Friday.

The intention of the parties when introducing the 5/5/5/4 cycle and greater scheduling flexibility for the extra day off, is to provide additional options where other cycles were not feasible, thus it precluded the introduction of a modified workweek.

The parties agree the increased flexibility to schedule extra days off is not intended as an invitation for existing mutual agreement to be withdrawn for current hours of work agreements solely on that basis and absent bona fide rationale.

The parties at the local level may, with mutual agreement, revise current hours of work agreements consistent with all options contained in Article 14.

Any newly negotiated or revised modified workweek agreements shall be copied to the Joint Union/Management Committee Co-Chairpersons.

LETTER OF AGREEMENT #1
Re: Establishment of Rehabilitation Committee

The parties agree that a rehabilitation committee shall be established. The Committee shall be comprised of one member appointed by the Union and one member appointed by TES. The Committee shall review

and make recommendations to the Principals with respect to the appeal process, sick leave absence forms and a mutually agreed independent doctor.

To protect an employee's personal private information the appointee from the Union shall be a staff representative or designate of the BCGEU.

TES shall forward to the Union, the names of all members who have entered the LTD period.

LETTER OF AGREEMENT #2
Re: Registered Professional Fees

Further to discussions in negotiations, TES undertakes that it will not require employees in the bargaining unit to maintain membership in an association as a qualified registered professional as a condition of employment.

In the event that this circumstance changes, the parties will refer the matter to the Joint Union/Management Committee for resolution.

LETTER OF AGREEMENT #3
Re: Identification of Payroll Irregularities

It is recognized that employees are required to execute a Confidentiality Covenant on an annual basis. This Confidentiality Covenant ensures the protection of highly sensitive confidential information.

It is understood the employees shall direct any concerns about payroll irregularities to their immediate supervisor.

An employee will not be disciplined for the consequences for directing such concerns to their supervisor.

LETTER OF AGREEMENT #4
Re: TES Participation in the BC Public Service Pension Plan

It is Telus Employer Solutions' (TES) intention to remain an eligible employer under the Public Service Pension Plan.

In the event that TES engages in any business activity other than the performance of Public Service for a government, public sector or Public Service organization in Canada (i.e. private sector services) it is understood that the Public Service Pension Plan may request that TES form a separate corporate entity or lose its eligibility to continue as a participating employer under the Public Service Pension Plan.

LETTER OF AGREEMENT #5

Effective May 1, 2010 maternity and parental leave allowances will be recalculated to reflect general wage increases that occur during periods of maternity or parental leave.

LETTER OF AGREEMENT #6**Re: Vacation for Benefited Auxiliary Employees Upon Attaining Regular Status**

In recognition, and in the interests of auxiliary employees' commitment to longer term career opportunities with TES, the parties agree as follows.

1. Commencing January 1, 2010, a regular employee who:
 - (a) has previously qualified for vacation leave as an auxiliary employee pursuant to Clause 31.11(d) of the Telus Employer Solutions (TES) agreement (i.e. completed 1827 hours in 33 pay periods), and, providing seniority has not been lost pursuant to Clause 31.4(a), (b), (c), or (d), while an employee of TES, or while an employee of Telus, provided there was no break in service;
 - (b) subsequently attains regular status;

will have their vacation year as outlined in Clause 18.1 (b) increased by one. Except as noted in (2) below, this increase of vacation year will be effective in the vacation year immediately following the year in which the employee attains regular status.

2. It is understood and agreed that no additional vacation entitlements/cost shall accrue prior to calendar year 2010 and any retroactive recognition prior to 2010 (for future vacation entitlement) applies only to current employees.

LETTER OF AGREEMENT #7**Re: Implementation of 5/4 Work Schedule (37.5 hour workweek)**

With the introduction of a 5/4 Work Schedule (37.5 hour workweek) the parties agree on the following implementation arrangements:

1. Team members employed prior to November 8, 2006 shall be entitled to remain on their existing schedules and existing 35 hour workweek.
2. Team members who converted from a 5/4 (35 hour workweek) to a 5/5/4 (37.5 hour workweek) since November 8, 2006 shall be entitled to select a 5/4 work schedule on the understanding that they may not "opt out" and revert back to their former schedule.
3. Transition for team members moving from a 35 hour workweek pursuant to Article 14.3 - Modified Workweek shall be determined by mutual agreement subject to operational requirements.

LETTER OF AGREEMENT #8**Re: One-Time Archived Vacation Payout Option**

Employees who have archived credits earned prior to 2011 have a one-time option to have this paid out.

Archived vacation time has the value it had in the year it was earned. Archived vacation cannot be used as time off.

- Employees will be given a one-time option for full payout (no partial payouts) of their archived vacation bank on a without precedence basis.
- This applies to archived vacation, up to and including the 2011 vacation year.

Administration Information Notes:

TES shall create an email communication on this process to go to all eligible staff by October 31, 2019.

The employee will be presented with their respective balance and yes/no option, which will create a payroll transaction line once there is a commitment to a yes (for a full payout of an archived vacation).

The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering.

Payouts will be completed by December 1, 2019.