

**EIGHTH COLLECTIVE AGREEMENT**

**between**

**ISM INFORMATION SYSTEMS MANAGEMENT  
CANADA CORPORATION (ISM)**

**and the**

**B.C. GENERAL EMPLOYEES' UNION  
(BCGEU)**

**Effective from January 1, 2024 to March 31, 2027**

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## DEFINITIONS

For the purpose of this agreement:

- (1) "*Adult dependant*" - whenever the words "*adult dependant*" are used in this agreement, it shall be deemed to mean a dependent adult permanently residing in the employee's home, who is physically and/or mentally impaired to the extent they are dependent on the employee;
- (2) "*Bargaining unit*" - is the unit for collective bargaining for which the B.C. General Employees' Union was certified by the Labour Relations Board of British Columbia on March 8, 1974, and subsequently for which the Union was certified in the successorship for ISM Information Systems Management Canada Corporation December 6, 2004;
- (3) "*Basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add to pay resulting from salary protection;
- (4) "*Child*" - wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse or a child permanently residing in the employee's home;
- (5) "*Common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (6) "*Continuous employment*" or "*continuous service*" - means uninterrupted employment in the Public Service of British Columbia and with ISM Information Systems Management Canada Corporation, including service prior to certification subject to the provisions of Article 11.3 (Loss of Seniority);
- (7) "*Correspondence*" - means hard copy format, email and electronic format;
- (8) "*Day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (9) "*Demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (10) "*Employee*" - means a member of the bargaining unit and includes:
  - (a) "*Regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - (b) "*Auxiliary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
    1. positions created to carry out special projects or work which is not continuous;
    2. temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave;
    3. temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;

"Employee" - does not include:

- (a) excluded persons pursuant to Article 2.1 (Bargaining Unit Defined);
- (b) incumbents of managerial or confidential positions mutually excluded by the parties to this agreement;

(11) "Employer" - means ISM Information Systems Management Canada Corporation (ISM);

(12) "Headquarters or geographic location" - is that area within a radius of 32 kilometres of where an employee ordinarily performs their duties. For the purposes of Articles 12.8 (Career Development), 13 (Layoff and Recall) and relocation expenses arising there from, "headquarters or geographic location" will be redefined as a radius of 50 kilometres (32 kilometres in the GVRD or CRD) of where an employee ordinarily performs their duties.

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

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

(14) "Hours of operation" - are the hours established by the Employer to provide adequate service to the customer and to fulfil the functions of the work unit;

(15) "Hours travelled" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;

(16) "ISM Canada" - refers to the ISM Canada BC Operation;

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

(18) "Layoff" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 (Layoff and Recall) or Article 31 (Auxiliary Employees);

(19) "Leave of absence with pay" - means to be absent from duty with permission and with pay;

(20) "Leave of absence without pay" - means to be absent from duty with permission but without pay;

(21) "Probation" - for an employee is 978.75 hours;

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

(23) "Relocation" - refers to the movement of an employee from one geographic location to another;

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

(25) "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;

- (26) *"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;
- (27) *"Spouse"* - includes husband, wife and common-law spouse;
- (28) *"Termination"* - is the separation of an employee from ISM Canada for cause pursuant to Article 10 (Dismissal, Suspension and Discipline), Article 11 (Seniority), or Article 31 (Auxiliary Employees);
- (29) *"Travel status"* - means the absence of the employee from their headquarters or geographic location while on work assignment with the approval of the Employer. Travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location;
- (30) *"Union"* - means the B.C. General Employees' Union (BCGEU);
- (31) *"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;
- (32) *"Work schedule"* - means the roster of work hours and days to meet the annual hours of work.
- (33) *"Act of God"* - an event outside of human control, such as fire, floods, tornadoes, volcanic eruption, earthquake or an event that has been legally defined as an Act of God. The loss of a commercial contract is not considered an Act of God.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement are determined to establish an effective working relationship at all levels of ISM Canada 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 shall negotiate a mutually agreeable provision to be substituted for the provision rendered null and void or materially altered.

### 1.3 Conflict With Policy

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

### 1.4 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 Respectful Workplace

ISM Canada, in cooperation with the Union, fosters a workplace where all employees are treated with respect and dignity. ISM Canada will prevent Discrimination, Racism, Sexual Harassment, and Bullying

through education, early identification and corrective discipline, where appropriate.

(a) *Human Rights Code*

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

In accordance with Article 7.5 (Policy Meetings), the parties will continue to review methods of extending knowledge of the *Human Rights Code* within ISM Canada and for extending knowledge relating to the *Human Rights Code* to all employees.

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in Article 1.6 (Discrimination, Sexual Harassment and Bullying Complaint Procedures). In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Article 1.6 (Discrimination, Sexual Harassment and Bullying Complaint Procedures).

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).

(b) *Sexual Harassment*

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in Article 1.6 (Discrimination, Sexual Harassment and Bullying Complaint Procedures). 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 Article 1.6 (Discrimination, Sexual Harassment and Bullying Complaint Procedures).

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.

(c) *Bullying*

The Employer in cooperation with the Union will promote a work environment that is free from bullying where all employees are treated with dignity and respect.

Bullying is defined as: any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated, intimidated, degraded, insulted, or offended; possibly in front of coworkers, clients or customers.

Examples of bullying include, but are not limited to:

- (1) verbal aggression or insults; calling someone derogatory names;
- (2) vandalizing personal belongings;
- (3) sabotaging someone's work;

- (4) spreading malicious gossip or rumours about someone (including on social media);
- (5) engaging in harmful initiation practices;
- (6) physical or verbal threats (this may also constitute "*violence*" under the *Workers Compensation Act* or *Criminal Code*);
- (7) making personal attacks based on someone's personal life and/or personal traits;
- (8) making aggressive or threatening gestures;
- (9) coercion;
- (10) exclusion.

The definition excludes any reasonable action taken by an employer or supervisor relating to the management or direction of workers at the workplace.

Protection against bullying 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.

Nothing in this clause is intended to discourage or prevent an employee from exercising any other legal rights pursuant to any other law. However, an employee shall not be entitled to duplication of process.

A complaint of bullying, if included as an element of a grievance, shall not be pursued through the process identified in Article 1.6 (Discrimination, Sexual Harassment and Bullying Complaint Procedures).

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 Discrimination, Sexual Harassment and Bullying Complaint Procedures**

(a) All persons involved in the handling of a discrimination or sexual harassment, bullying complaint under Clauses 1.5 (a), (b) or (c) (Respectful Workplace) shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.

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

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

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

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

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

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

(f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to an external investigator in accordance with the ISM Canada Harassment Policy.

(g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Investigator 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, harassment and/or bullying has occurred, the Employer must document the personnel file of the respondent accordingly.

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

(j) The complainant will not be relocated without their agreement.

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

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

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

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

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

### ***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 the Director, Human Resources 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 the Employer's consideration and/or investigation and will be those which are placed before the panel should the matter proceed pursuant to (d). The Employer shall provide the respondent with a copy of the complaint.

(c) The Employer 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 the Employer.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to the Joint Mediation/Arbitration panel within 30 days of receiving the designate's response or when the response was due. The panel will be comprised of one member each from the Employer and the Union, and a chairperson who shall be appointed jointly by the parties. By mutual agreement, the parties may appoint two members each to the panel.

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

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

Where the panel determines there is sufficient reason to conduct a hearing, the panel 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 panel may admit any evidence deemed necessary or appropriate. The panel 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 panel 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, the Employer may take appropriate action which may include discipline.

(g) Disciplinary action taken by the Employer which is consistent with the recommendations of the majority of the panel shall not form the basis of a grievance

(h) Pending the determination of the complaint, the Designate 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 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 positions mutually agreed to between the parties as managerial and (or) confidential exclusions. The parties to this agreement acknowledge the difficulty in establishing a service-wide policy for determining 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 employer policy or in the process of employer-employee relations.

(b) The guidelines to be considered in negotiating exclusions shall be:

- (1) position incumbents employed for the primary purpose of exercising senior management functions;
- (2) position incumbents employed in a confidential capacity in matters relating to labour relations;
- (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

(c) When an employee substitutes into an excluded position the Employer shall advise the Union of the following:

- (1) name of the employee;
- (2) title of the excluded position;
- (3) term of the temporary assignment.

(d) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.

(e) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.

- (2) The parties will then, commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position. 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 30 days of the date of notification in (1) above, the Employer may refer the matter to the BC Labour Relations Board for determination.
- (4) Where a matter has been referred to the BC Labour Relations Board, the BC Labour Relations Board decision, if any, will be deemed to be binding on the parties.
- (5) The Employer shall provide to the Union on an annual basis a list of excluded positions and incumbents.
- (f) The Employer will make available to the Joint Union Management Committee a quarterly list of contractors. The list shall include the company name, the original start date and extension dates or subsequent contracts when there is a continuous engagement of a contractor.
- (g) The Joint Union Management Committee will review contractors identified by the Union and as identified in (f) above to determine the employee status.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. General 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 varied by successorship on December 6, 2004 applies.

## **2.3 Correspondence**

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

## **2.4 No Other Agreement**

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

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

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

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

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

- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards shall include:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.

## **2.7 Bulletin Boards**

The Employer shall provide electronic and physical bulletin boards to be used exclusively for the business affairs of the Union. These bulletin boards will be maintained and edited by the shop stewards and can be accessed by any employee of ISM Canada. The sites for the physical bulletin boards are to be determined by mutual agreement.

## **2.8 Union Insignia**

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

## **2.9 Right to Refuse to Cross Picket Lines**

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

## **2.10 Time Off for Union Business**

- (a) *Without Pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;

- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;
  - (5) to employees designated to sit as an observer on a selection panel in accordance with Article 12.3 (Union Observer).
- (b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to four employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (d) The Employer shall grant, on request, leave of absence without pay:
- (1) for employees selected for a full-time position with the Union for a period of one year;
  - (2) for an employee elected to the position of President or Secretary-Treasurer of the B.C. General Employees' Union;
  - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

## **2.11 Union Meetings**

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

## **ARTICLE 3 - UNION SECURITY**

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

March 8, 1974, to become a member of the Union.

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

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

#### **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) A list of stewards as per Article 5(e) below, including their work telephone number and email; and
  - (2) an authorization form for union dues check-off.

(c) The Employer will notify all steward(s) when a new employee has been hired within the first 30 days of the new employee's date of hire. The stewards shall be advised of the new employee's:

- (1) name;
- (2) work location;
- (3) work telephone number;
- (4) start date.

(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. The steward may use their work email and the new employees work email to arrange the union orientation.

(e) The Union will make available to the Joint Union Management Committee quarterly an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.

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

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

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

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

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

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

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

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

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

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.

(d) The Employer agrees that access to its premises will be granted to local chairpersons, and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

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

(f) The Employer recognizes that in some circumstances it is difficult for the President or the paid union representatives to meet with employees outside of normal working hours. In such cases, the President or the President's designate shall submit a request in writing to the Employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one hour's duration. Attendance at such meetings shall be considered as time worked.

(g) The Employer may, upon written request from the President of the Union or the President's designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session, seminar or conference sponsored by the Employer. Such permission will not be unreasonably withheld.

#### **7.4 Technical Information**

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

#### **7.5 Policy Meetings**

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

#### **7.6 Emergency Services**

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

### **ARTICLE 8 - GRIEVANCES**

#### **8.1 Grievance Procedure**

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



## **8.2 Step 1**

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

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

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4 (Step 2), 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) The Union is entitled to have a steward represent employees at Step 2 of the grievance procedure.
- (b) Every effort will be made to use the local steward; however, where circumstances dictate, the employee may choose another steward to represent them at Step 2.
- (c) Subject to the time limits in Article 8.3 (Time Limits to Present Initial Grievance), 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 representative through the union steward.
- (d) The local supervisor shall:
  - (1) forward the grievance to the Human Resources Manager or designate of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.
- (e) The steward or designate shall:
  - (1) conduct the Step 2 meeting with the Human Resources Manager or designate. The Step 2 meeting will be conducted by a mutually agreed to method.
  - (2) attempt to conclude the grievance at Step 2. It is understood that settlements reached in this process are without prejudice to the positions of either party respecting the issue in dispute.

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

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

**8.6 Failure to Act**

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

**8.7 Time Limits to Submit to Arbitration**

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

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

**8.8 Administrative Provisions**

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

**8.9 Dismissal or Suspension Grievances**

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

**8.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either

directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

(c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.

(d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

### **8.11 Policy Grievance**

(a) Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Human Resources Manager or designate or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 (Arbitration).

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

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

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

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

Settlements reached at any step of the grievance procedure in this article, other than Article 8.11 (Policy Grievance), 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 no later than seven weeks from the date that such a hearing is requested.

## **9.2 Case Conferencing**

(a) To support the procedure in Clause 9.10 (a) (Expedited Arbitration), grievances filed at arbitration shall be case conferenced no later than four months after being submitted to arbitration. In addition to the purpose of Clause 9.10 (a) (Expedited Arbitration), which is to proceed grievances to arbitration, the intention of case conferencing is to seek resolution; however, it does not prevent either party from seeking resolution by an arbitral process following the case conference.

(b) The parties listed at Clause 9.10 (a) (Expedited Arbitration) shall include: the local BCGEU staff representative that has conduct of the file, the Manager in the Service Delivery Unit in which the grievance has been filed or their designate, the Human Resources Manager or designate, and the BCGEU staff representative that is assigned to the Joint Union Management Committee.

## **9.3 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.

## **9.4 Three-Person Arbitration Board**

(a) Notwithstanding Article 9.2 (Case Conferencing), when a single arbitrator has been appointed either party may indicate to the other party, within seven days of receipt of written notice, if it chooses to have the matter heard by a three-person arbitration board. Both parties shall then have seven days to name their appointee to the three-person board. The two appointees shall then meet to select an impartial chairperson.

(b) If either party fails to name their appointee, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the collective agreement Arbitration Bureau.

## 9.5 Board Procedure

- (a) In this article the term "*Board*" means a single arbitrator or a three-person arbitration board.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

## 9.6 Decision of Board

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

## 9.7 Disagreement on Decision

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

## 9.8 Expenses of Arbitration Board

Each party shall pay:

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

## 9.9 Amending Time Limits

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

## 9.10 Expedited Arbitration

- (a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of 20 workdays;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the agreement;
  - (6) grievances relating to Article 14 (Hours of Work);
  - (7) grievances requiring presentation of extrinsic evidence;
  - (8) grievances where a party intends to raise a preliminary objection;
  - (9) demotions.

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

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

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

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

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

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

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

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

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

### **10.2 Dismissal**

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

### **10.3 Suspension**

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

### **10.4 Dismissal and Suspension Grievance**

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

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

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

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

(b) An employee shall be given a copy of any such document placed on the employee's file which

might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

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

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

#### **10.6 Personal Business Commitments**

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

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

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

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

#### **10.7 Personnel File**

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

Where it is not practical for the employee to review the file in the office in which it is kept, the Employer shall make arrangements to have the file delivered to a Company office nearer to the employee's worksite, to allow the review under the supervision of a person designated by the Employer.

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

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

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

in an undue delay of the appropriate action being taken.

#### **10.9 Rejection During Probation**

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

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

#### **10.10 Abandonment of Position**

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

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined**

For the purpose of this 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 ISM Canada, following successorship effective December 6, 2004. Regular employees in the Public Service of British Columbia as of June 30, 1974, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the Employer prior to that date. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every 1957.5 hours completed.

(b) Service seniority shall mean the length of continuous service as a regular employee in the Health Shared Services British Columbia and service with ISM Canada, following successorship effective April 2, 2011. Regular employees in the Health Shared Services British Columbia shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the Employer prior to that date. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every 1957.5 hours completed.

(c) 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.

(d) 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 Article 12.11 (Transfers Without Posting) or 12.12 (Relocations) 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.

(e) Auxiliary employees who attain regular status shall have auxiliary hours credited to their regular seniority hours.

### **11.2 Seniority List**

The Employer will provide the union staff representative from the Joint Union Management Committee a current seniority list for regular employees based on their regular service seniority as of the last complete pay period of each quarter. Such lists will be provided within one month of each quarter end.

This list shall be posted on the electronic union bulletin board by the Union. The list shall contain employee name, hours of service seniority and classification.

### **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 who accepts a permanent position within ISM Canada that is outside of the bargaining unit, shall retain his/her service seniority accumulated up to the date of leaving the bargaining unit, for a period of one calendar year.

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

- (1) they are discharged for just cause;
- (2) subject to Article 11.4 (Re-Employment), they voluntarily terminate their employment or abandon their position;
- (3) they are on layoff for more than one year; or
- (4) except as provided in 13.3(g)(4) (Layoff), they become an auxiliary employee; or
- (5) they accept a permanent position with the Employer that is outside the bargaining unit, and do not return to the bargaining unit within one calendar 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 internal 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**

#### **Blocks**

Seniority Blocks for regular employees agreed to by the bargaining Principals shall form part of this agreement and are as follows:

Provincially

#### **Units**

Seniority Units for auxiliary employees agreed to by the bargaining Principals shall form part of this agreement and are as follows, by geographic location or provincially, as described below:

- (a) Service Desk, and Deskside
- (b) Administration
- (c) Projects and Process Management
- (d) Asset Management, ID Administration and IMAC
- (e) TES (Technical Engineering Services)
- (f) Technical Systems Support

Seniority units are provincial for work performed remotely. For positions requiring a physical presence geographic location applies. Remote work is performed in Service Desk, Projects, Process Management, Asset Management, ID Administration, IMAC, TES and Technical Systems Support. When hired, each auxiliary employee will be assigned to one of the above noted seniority units (e.g. Client Support Technicians).

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

### **12.1 Postings**

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days. Such postings shall be throughout ISM Canada unless limited as specified in Memorandum of Understanding 3 (Priority Placement and Employment Equity).

- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of one year from the establishment of the list.
- (c) Vacancies of a temporary nature which are known to exceed seven months shall be posted within 30 days. Such postings will normally be limited to the geographic area with the exception of positions where the work can be performed remotely.
- (d) For the purpose of this clause "*geographic area*" shall mean that area from which persons could reasonably be expected to commute.
- (e) Notices shall be posted at least 10 calendar days prior to the closing date of the competition, except as provided for in Article 12.11 (Transfers Without Posting), 12.12 (Relocations), 12.13 (Rehabilitation Committee) and Article 13 (Layoff and Recall).
- (f) On posted competitions, an employee is ineligible for transfer or demotion from one geographic location to another within two years at the previous location. The closing date of the competition shall determine eligibility. The employer panel may waive this restriction with the approval of the applicant or designate. This restriction does not apply to redundant employees or to promotions.
- (g) 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 geographic location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (h) Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.
- (i) Temporary vacancies of not more than seven months in duration shall be filled by the qualified, senior employee who expresses interest in the position, has satisfactory performance, and who has not been on a temporary assignment in the past 12 months. Expressions of Interest for temporary vacancies less than seven months shall be posted for a minimum of three calendar days.
- (j) Preference will be given to the internal candidate for all bargaining unit postings.
- (k) The Employer will utilize the temporary assignment process prior to hiring auxiliaries.
- (l) Where there is a delay in the start date of a temporary assignment of less than seven months the provisions of 12.8 (d) (Career Development) apply.

## **12.2 Vehicles**

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

## **12.3 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 Employer will provide the Union with reasonable notice of the dates for the competitive process and the Union shall appoint the observer who shall be a disinterested party. This clause shall not apply to excluded positions.

## 12.4 Selection Procedures

- (a) Appointments will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service with the Employer.
- (b) The weighting of these factors shall be consistently applied within job types within a classification.
- (c) Selection procedures shall also include consideration of years of continuous service, whereby employee applicants will be awarded 0.5% of the total competition points for each year of continuous service to a maximum of 10% of the total competition points.
- (d) Where an eligibility list has been established pursuant to Clause 12.1(b) (Postings), qualified candidates shall be placed on the list in order of their respective point scores.

## 12.5 Notification

- (a) Unsuccessful employee applicants to posted BCGEU represented 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.

## 12.6 Appeal 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 he/she was not appointed. Within five 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 candidate 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 who has made a request under (a) above may file a grievance, no later than 14 days of receipt of explanation under (b) above.
- (d) A grievance filed under (c) above shall be in accordance with Article 8 (Grievances) and filed at Step 2.
- (e) The following are not subject to an appeal and may not form the basis of a grievance:
  - (1) Staffing decisions respecting positions outside the bargaining unit;
  - (2) A temporary appointment of not more than seven months in duration unless the employee is the senior applicant; and
  - (3) An appointment of an auxiliary employee.
- (f) All requests for reasons, inquiry or review and submissions must be within the time period prescribed.

## **12.7 Interview Expenses**

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

## **12.8 Career Development**

- (a) Both parties recognize that, improved equipment, methods, and procedures may create changes in the job structure of this Employer's workforce. The parties also recognize the need to provide employees with the opportunity for career development.
- (b) The provisions of Articles 12.8 (Career Development), 12.9 (Education Training and Subcommittee) and 12.10 (Professional Development) are intended to assist regular employees in maintaining and improving skills, to assist them in preparing for promotion, and to improve the quality of service offered to the customers of ISM Canada.
- (c) No employee will be restricted from applying on, competing for, or accepting a regular position or temporary assignment.
- (d) Notwithstanding the above, the start date for temporary assignments may be delayed due to operational requirements. Where a delay in the start date will be detrimental to customer service, operational requirements will take priority. The Employer shall not unreasonably deny an employee's access to or acceptance of a temporary assignment.

## **12.9 Education Training and Subcommittee**

- (a) The Employer has a responsibility to provide employees with sufficient training in support of fulfilling duties of their job. Employees may request training as described above and such requests are subject to operational requirements but will not be unreasonably withheld.
- (b) The purpose of the subcommittee is to provide support for joint training initiatives and advice on program content, delivery mechanisms and implementation as appropriate. The subcommittee will be comprised of three members appointed by the Union and three members appointed by the Employer and will be co-chaired.
- (c) The role of the Committee in joint training initiatives is as follows:
  - (1) to support and assist in carrying out training needs identification as required;
  - (2) to provide input and advice on specific training proposals and initiatives;
  - (3) to review current and planned joint training initiatives and provide advice on implementation issues;
  - (4) to promote and support joint training initiatives;
  - (5) to review program evaluations and make recommendations on changes to the joint programs;
  - (6) to participate in training programs, as appropriate;
  - (7) to review and provide recommendations to JUM on cross training requests as per MOU 8.

- (d) The subcommittee on education and training may make recommendations to the joint committee on;
  - (1) Internal training needs and programs and training assistance.
  - (2) Training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualification.
  - (3) Minimum training periods free from normal workload responsibilities.
  - (4) Specific courses and content.
- (e) Whenever necessary, the joint committees may seek the advice of internal or external training resources.

#### **12.10 Professional Development**

- (a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, regular employees shall be entitled to up to 10 days leave with pay per calendar year for the following purposes:
  - (1) To attend conferences or conventions related to the employee's field or specialization.
  - (2) To participate in seminars, workshops, symposia or similar out-service programs to keep up-to-date with knowledge and skills in their respective field.
  - (3) A maximum of two of the 10 Professional Development Days shall be available to undertake research of work related topics approved by the supervisor. Scheduling shall be by mutual agreement.

A request for leave under this clause must include a research plan and the employee will be required to submit a report upon completion.

- (b) Professional development leave shall not be cumulative.
- (c) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job. On their return, the employee will submit a summary of the symposium/seminar to the Employer for distribution to other employees.
- (d) The Employer may reimburse an employee, proceeding on professional development leave, all or part of their expenses.
- (e) An employee who attends a conference, convention, seminar, staff meeting, or meeting of a similar nature, at the request of the Employer, shall be deemed to be on duty and, as required, on travel status; however, such time shall not be counted as part of the professional development leave.
- (f) Where an employee participates in pre-approved professional development activity, pursuant to this clause, on a day of rest, they will be allowed the equal time off at a mutually agreed time. This clause is not intended to include time spent on travel.

#### **12.11 Transfers Without Posting**

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:

- (1) compassionate or medical grounds to regular employees who have completed their probationary period;
  - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Rehabilitation Committee established in Article 12.13 (Rehabilitation Committee) shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.
- (c) An employee whose spouse is also an employee and who is transferred pursuant to Article 12.12 (Relocations) or Article 13 (Layoff and Recall), may be considered for a lateral transfer or voluntary demotion to available vacancies.

### 12.12 Relocations

- (a) It is understood by the parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Employer and/or the employee. In such cases, an employee will receive 90 days' written notice prior to the effective date of relocation and be fully advised of the reason for their relocation, as well as the possible result of refusal to be relocated.
- (b) Should a regular employee choose not to relocate, the employee shall elect prior to the date of relocation:
- (1) vacancy selection pursuant to Clause 13.3(c) (Layoff);
  - (2) early retirement pursuant to Clause 13.3(j);
  - (3) severance pay pursuant to Clause 13.3(l).

An employee shall elect one of these options no later than 30 days prior to the effective date of relocation and should they fail to do so, they shall be deemed to have resigned and shall be paid severance pay as outlined in Clause 13.3(l) (Layoff).

- (c) When a relocation is required and there is more than one regular employee performing the transferred work within the seniority block, the Employer will first attempt to effect the relocation on a voluntary basis. Where no employee from that group wishes to relocate voluntarily the least senior regular employee in the group shall be relocated and the provisions of (b) above apply.

### 12.13 Rehabilitation Committee

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

- (a) The Committee shall consist of three members, one appointed by the Employer, one appointed by the Union and the Benefits Supplier, who shall be an ex officio member of the Committee. 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 in receipt of STIP benefits due to an extended illness or an injury. Such employees shall complete an "*Application to the Rehabilitation Committee*" form.
- (c) The Committee shall also review cases of all employees who have become incapacitated through

industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Employer.

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

(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 the Employer and the Union.

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

#### **12.14 Probationary Periods, Promotions and Transfers**

If a regular employee is deemed to be not suitable during a subsequent probationary period, the Employer will return the employee to their former position title, pay range and step.

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

#### **Preamble**

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

#### **13.1 Workforce Adjustment (Preparation)**

(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 the Employer, reorganization or department/unit closure.

(b) Prior to any workforce adjustment action being taken, the Employer must first minimize the impact on regular employees by:

- (1) laying off auxiliary and limited term employees, where necessary;
- (2) cancelling contracts for employment agency personnel;
- (3) cancelling personal service contracts where a surplus regular employee is qualified to do the work and can be placed.

(c) In the event that (a) above occurs, the Employer will consult with the Union through the Joint/Union Management Committee established pursuant to the Article 28 (Joint Union/Management Committee) to advise on the scope of the workforce adjustment and to form a Joint Placement Steering Committee (JPSC).

(d) The JPSC will be comprised of two representatives of the Employer and two representatives of the Union. The Employer agrees that union representatives who require leave from work will not suffer any loss of basic pay for time spent on the work of the JPSC.



(e) The purpose of the JPSC will be to minimize the impact on the individual employees affected by redundancy in the most efficient and effective manner possible. The parties recognize that the least impact on affected employees will be achieved by minimizing the amount of time to move through the Preparation (13.1) and Placement (13.2) phases by:

- (1) facilitating and coordinating the placement of surplus regular employees into existing vacancies for which they are qualified within their geographic location;
- (2) maximizing placement opportunities and minimizing job loss of affected employees by gathering relevant information, including lists of surplus staff and vacancies; and
- (3) recommending job orientation or appropriate training.

(f) The JPSC may recommend the following:

- (1) the advisability and scope of a Voluntary Resignation Program (VRP);
- (2) the advisability of an Early Retirement Incentive Program (ERIP);
- (3) staffing actions such as restricted competitions, under implementations or temporary assignments.

(g) The parties agree that in order to maximize the placement of surplus employees into vacant positions, training may be required over and above that provided for in the agreement.

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

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

### **13.2 Workforce Adjustment - Placement Activities**

(a) The maximum timeframe for which placement activities must be completed by is 45 days, or a lesser time frame as mutually agreed for smaller adjustments, from the date the employee receives written notice of redundancy or concurrent notification. Such notice will only be issued after consultation with or advice to the Article 28 (Joint Union/Management Committee).

(b) The placement process applies to junior regular employees.

(c) Surplus employees will be placed through lateral transfers in their same geographic location where such vacancies are available.

(d) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies in their same geographic location.

(e) Where the situation exists where there are no vacancies available for placement and/or comparable placement offers are turned down by a surplus employee, then the Employer will issue layoff notice and the procedures of Article 13.3 (Layoff) will be utilized.

(f) Where an employee accepts an offer, once confirmed in writing such acceptance is final and binding upon the employee.

### 13.3 Layoff

In the event of a layoff of regular employees, the following shall apply:

- (a) Where the employee's position is relocated, they shall be offered the position in the new location. An employee may decline an offer pursuant to this section.
- (b) The Employer shall notify employees affected by 13.2 (Workforce Adjustment - Placement Activities), 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 layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available. Notwithstanding the foregoing, where a layoff is caused by an Act of God, the layoff notice provisions set forth in this article shall not apply.
- (c) An affected employee subject to layoff 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 and seniority block.
  - (2) The employee shall be placed on the basis of service seniority in accordance with (i) through (viii) below.

	Vacancy/Displacement	Classification	Geographic
(i)	Vacancy	same	same
(ii)	Vacancy	comparable	same
(iii)	Displace	same	same
(iv)	Displace	comparable	same
(v)	Vacancy	same	other
(vi)	Vacancy	comparable	other
(vii)	Displace	same	other
(viii)	Displace	comparable	other

- (d) In order to facilitate the administration of Clause 13.3 (c)(2) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least senior employee within the classification and seniority block for which the impacted employee is qualified to be placed into the position.
- (e) "Comparable" includes a job with a salary range not more than four grid levels below the employee's original classification.
- (f) Where this definition is used, an employee shall not utilize the displacement/bumping options to obtain a promotion.
- (g) An employee who is not placed pursuant to 13.3 (c)2 above shall elect to receive one of the following: severance, early retirement or placement on the regular and auxiliary recall lists.
  - (1) Recall of regular employees to regular positions shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period

of familiarization. A regular employee will be eligible for recall to regular positions within their geographic location for a maximum of one year from the effective date of layoff.

(2) Recall to available work of six months or longer duration shall be considered "*regular*" recall under this section rather than "*auxiliary*" recall under Article 30.5 (Layoff and Recall) or (3) below. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned, but may if eligible, claim early retirement.

(3) Regular employees recalled, by seniority, to auxiliary work of less than six months in duration and where the employee is deemed qualified, able to perform the work immediately and who has satisfactory performance, will have the option of displacing the least senior working auxiliary employee within the same geographic location. If there is no work available at the time of layoff the regular employee will be placed onto the auxiliary recall list by seniority unit and within the geographic location.

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

(5) Where an employee loses regular status and their placement on the regular recall list by failing to maintain 1200 hours in 26 pay periods as referenced above, their previous regular service seniority shall be credited as auxiliary seniority for the purposes of auxiliary layoff and recall only. Calculation shall be based on 1957.5 hours of auxiliary seniority per year of regular service seniority (prorated for partial years).

(6) An employee shall not accumulate regular or auxiliary seniority while on layoff.

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

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

(2) If an employee refuses one job offer in a different classification and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in Clause 13.3(l)(1).

(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 13.3(l)(1).

(4) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance as outlined in Clause 13.3(l)(1).

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

(j) *Retraining and Adjustment Period*

(1) Employees who assume a new position pursuant to this article will receive job orientation, where deemed appropriate by the JPSC, including current internal 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 JPSC shall also consider other training where it is complementary to current internal 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.

(k) *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 layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to purchase all or part of any eligible service for which no contributions were made, as permitted by the Public Service Pension Plan Rules.

(l) *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.

(m) *Severance Pay*

(1) Prior to the expiry of the Notice of Layoff, or within 30 days of refusing job offers in accordance with Clause 13.3(g), a regular employee will be entitled to resign with severance pay based upon three weeks' current salary for each year (1957.5 hours at straight-time rate) of regular service seniority or major part thereof.

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

(3) Employees who decline placement pursuant to Article 13.2 (c) (Workforce Adjustment - Placement Activities) are not entitled to severance.

(4) Seniority earned as an auxiliary employee prior to attaining regular status will not be used in the calculation for determining severance.

(n) Subject to Clause 13.3(g), employees shall remain at work and on pay until the steps under Clause 13.3(c)(2) are completed provided the employee:

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

(o) Employees who relocate pursuant to Article 13.3 shall be entitled to relocation expenses in accordance with Article 26.14 (Relocation Expenses).

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Hours of Work**

(a) 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 35/37.5 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.

(b) For all new employees hired subsequent to July 1, 2007, 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 may voluntarily increase their annual hours of work to 1957.5, which is the equivalent of 37.5 hours per week, effective July 1, 2007. Regular employees shall advise ISM Canada of their decision to increase their hours no later than November 30, 2006.

(d) All postings subsequent to July 1, 2007 will be subject to 14.1(b) (Hours of Work).

(e) All auxiliary employees hours of work will be in accordance with 14.1(b) effective July 1, 2007.

(f) Regular employees who voluntarily increase their hours of work in accordance with 14.1(c), cannot "opt out" and revert back to the annual hours of work in 14.1(a).

(g) 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 the Employer. The increase in hours will become effective the start of the next pay period following the mutual agreement to increase the employee's biweekly hours. The Employer will remind employees of this option on an annual basis, each November.

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

(c) The Employer's designate and the union steward at the local level will establish and/or review work schedules at a minimum of once a year 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 it 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 employer representative. If a change is requested which involves more than one worksite, notice shall be given to the President of the Union or designate or to the designated employer official whichever is applicable;

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

(4) if the parties are unable to reach agreement within 14 days either party may refer the matter to an Hours of Work Umpire on the appropriate form.

(d) The Employer and the Union shall agree on a list of persons designated as "Hours of Work Umpires" who shall resolve hours of work disputes in accordance with the provisions of the agreement.

- (e) (1) The Umpire shall have 14 days, which may be extended by mutual agreement of the Principals by a further seven days, in which to bring in a decision.
- (2) The Umpire shall base their decision on work schedule information in the relevant agreement and the criteria to be applied in this section. The Umpire may consider a work schedule proposed by either party, however only work schedules which are consistent with the agreement may be considered.
- (3) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (4) In coming to a decision, the Umpire shall abide by the following rules:
  - (i) the decision must not be retroactive;
  - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
  - (iii) the decision must not interpret the agreement except for the provisions of Clauses 14.2(e)(4) and 14.2(f).
- (f) The parties recognize that in reaching mutual agreement on work schedules, or where the Umpire is determining a schedule in accordance with the provisions of this article the following will also apply:
  - (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
  - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the customer. The onus of proof shall be on the Employer to prove decreased cost;
  - (3) consideration shall also be given to employee preferences, fairness and equity.
- (g) (1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving 14 days' notice, providing the length of workday is not increased beyond 10 hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the 14 days' notice may be concurrent with the period of notice in (c)(3) above.
- (2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an umpire's decision.
- (h) Either party may grieve an Hours of Work Umpire decision made pursuant to Article 14.2 on the grounds that the award contravenes the requirements of Clause 14.2(e) or Clause 14.2(f). The grievance may be filed to a mutually agreed upon Hours of Work Arbitrator within 14 days of the receipt of the Umpire's award. The Hours of Work Arbitrator shall render a decision within 14 days of the conclusion of the hearing.

### 14.3 Local Joint Process for Work Schedules

- (a) The regular workweek for employees covered by this agreement shall consist of up to five consecutive days between Monday and Friday inclusive, however, the parties recognize the Employer's right to establish the hours of operation and the Union's right to negotiate work schedules to meet the

hours of operation in accordance with the provisions of this article.

(b) The regular workday shall consist of no more than 10 hours per day (including authorized travelling time) exclusive of meal periods. Regular hours worked in accordance with this article shall total 35/37.5 hours per week averaged over a two-week period.

(c) Work schedules shall be mutually agreed to between the Employer's designate and the Union's designate at the local level in accordance with the following:

(d) *Shift Patterns*

- (1) five days on/two days off;
- (2) five days on/two days off; four days on/three days off;
- (3) four days on/three days off.

(e) *Scheduling of Hours*

- (1) Starting and finishing times scheduled by mutual agreement.
- (2) Starting and finishing times unscheduled.
- (3) Starting and finishing times unscheduled around a mutually agreed core period.
- (4) Starting and finishing times unscheduled within a mutually agreed entry and exit period around a mutually agreed core period.

In sub-paragraphs (2), (3) and (4) above, the starting and finishing times are subject to Article 14.12 (Flextime) of the agreement, and the parties acknowledge that the employee shall choose their starting and quitting times in accordance with the aforesaid clause and the provisions in this clause.

(f) Core periods will be defined by mutual agreement at the Joint Union Management Committee meeting.

(g) Any reasonable recurring combination of the above shift patterns may be implemented by mutual agreement provided that the relevant articles in the agreement are not contravened.

(h) A record of the employee's work schedule shall be maintained at the local level.

(i) Once work schedules are mutually agreed to in an hours of work agreement the local manager and local steward will ask the members in the work group to vote on shift allocation based on options as determined by the local manager and local steward (eg: Seniority, reverse seniority, volunteers etc.).

#### **14.4 Rotating Shifts Work Schedules**

Work schedules for employees who work rotating shifts shall be based on the following provisions.

(a) Shift patterns shall be:

- (1) five days on/two days off;
- (2) four days on/two days off;
- (3) four days on/three days off; or
- (4) any reasonable recurring combination of the above.

(b) Shifts shall be rotated on an equitable basis among the employees involved. Employees may only be frozen a specific shift by mutual agreement between the Employer and the Union.

#### 14.5 Split Shifts

- (a) The Employer and the Union agree that employees will not be required to work split shifts except by mutual agreement of the parties.
- (b) Where the Employer schedules a break longer than one hour, a premium shall be paid for all hours worked which shall be the greater of:
  - (1) split shift premium of \$3.54 per hour; or
  - (2) the relevant shift premium.

No employee shall receive both premiums.

- (c) Employees working a split shift must complete the shift within 12 hours of starting work.

#### 14.6 Days of Work

- (a) Unless otherwise agreed to by the bargaining Principals, no employee shall be scheduled to work more than five consecutive days.
- (b) Employees required to work shifts shall receive a minimum of two consecutive days off within a seven-day period.

#### 14.7 Work Location

- (a) Where employees are required to report to a central location in order to be assigned their work location, their shift shall commence from the time they are required to report for assignment.
- (b) Except in the case of temporary assignment for a duration of less than one month, and except in the case of emergencies, the Employer shall give a regular employee two weeks' advance notice, in writing, stating the reasons, prior to implementing any change in the employee's designated work location.
- (c) Every employee covered by this agreement shall be assigned, in writing, a work location. When an employee is temporarily assigned another work location, outside their headquarters area, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to their work location shall be considered as time worked.

#### 14.8 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Article 17.3 (Holiday Falling on a Day of Rest) or 17.4 (Holiday Falling on a Scheduled Workday), the time off granted will be seven/seven and one-half 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 Article 18.1 (Annual Vacation Entitlement), the annual vacation entitlement shall be converted to hours on the basis of a seven/seven and one-half hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17 (Paid Holidays), the time off granted will be seven/seven and one-half 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 Article 14.2 (Work Schedules).



**14.9 Rest Periods**

- (a) 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.
- (b) Notwithstanding (a) above, employees may request to combine their rest period(s) with their meal period, that such combined period shall not exceed 60 minutes at one time. Such requests shall not be unreasonably withheld.

**14.10 Standby and On Call Provisions**

- (a) The Employer will consult with the Union prior to initiating standby and on call programs (involving regular employees) where they have not existed previously. This provision shall not apply to standby and on call situations made necessary by emergency conditions.
- (b) 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.
- (c) Regular employees on call, which does not restrict their normal off-duty activities, shall be compensated at straight-time in the proportion of 8.5% of regular hourly salary for each hour on call.
- (d) Employees required to stand by or be on call under (a) above will not be required to stand by or be on call on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

**14.11 Meal Periods**

Meal periods shall be scheduled as close as possible to the middle of the shift and wherever possible to correspond to dining room facilities where such facilities are available.

- (a) Meal periods shall be a minimum of 30 and not more than 60 minutes in length as mutually determined by the Union's and the Employer's designated representatives at the local level. An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the time worked shall not exceed the scheduled workday or the applicable overtime rates shall apply.
- (b) An employee working less than five hours is not entitled to meal breaks.

**14.12 Flextime**

- (a) For the purpose of this agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:
  - (1) choose their starting and finishing times; and

(2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period which shall be determined at the joint committee level.

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

#### **14.13 Reduction of Hours**

Employees may request a permanent or temporary reduction to their hours worked biweekly and requests will be considered based on operational requirements and will not be unreasonably withheld.

#### **14.14 Systems Employees**

The parties agree that a committee, consisting of two union representatives and two employer representatives shall meet, at the call of either party, to review and make recommendations regarding hours of work for employees in systems classifications.

Recommendations must be consistent with the terms of the agreement and will be submitted to the Principals for approval.

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

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

(a) *Identification of Shifts:*

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

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

- (1) \$1.15 per hour for afternoon shift;
- (2) \$1.50 rate per hour for night shift.

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

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

(b) An employee working a 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.

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

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

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

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

### **15.4 Short Changeover Premium**

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

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

### **15.5 Exchange of Shifts**

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

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

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

### **15.7 Weekend Work**

An employee shall be paid a weekend premium of \$1 per hour for each hour worked between 00:01 Saturday and 23:59 Sunday.

## 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.
- (f) "*Callout*" - means that an employee has been called out without prior notice.

### 16.2 Authorization and Application of Overtime

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

### 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 the Employer.

## 16.5 Sharing of Overtime

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

## 16.6 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

- (1) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
- (2) after 70/75 hours averaged over a two-week period for those employees designated by the Employer, pursuant to Article 14.12 (Flextime);
- (3) double-time for hours worked in excess of the two hours referred to in (1) above;
- (4) double-time for all hours worked on a day of rest.

The compensation of overtime in (1) and (3) is to be on a daily basis. Overtime periods are not cumulative. The overtime rules are applied to each separate overtime period.

(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 employer business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) (1) Overtime shall be compensated either in cash or time off, or a combination of both, at the employees option as follows:

- (i) if the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee.
- (ii) at the end of each pay period the employee shall indicate to the designated employer representative, the amount of overtime worked and the option of compensation elected. Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which overtime was worked.

(2) Overtime amounts in excess of 15 hours will be paid out quarterly, based on the total overtime accumulated to the end of the pay period during which the quarter end occurs. Such overtime will be paid at the end of the following pay period. Any balance remaining as of the last full pay period of the calendar year will be paid to the employee on the last pay period in January of the next calendar year.

## 16.7 Overtime Meal Allowance

(a) 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. If the employee is working from home on the day that overtime occurs, then the overtime meal

allowance in not applicable.

The overtime meal allowance shall be \$18, effective February 2, 2018.

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

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

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

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, 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 layoff 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 call or on standby shall not have the right to refuse callout for overtime work.

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

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

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

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

#### **16.11 Callout Provisions**

(a) *Callout Compensation* - A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

(b) *Remote Callout Compensation* - A regular employee who is called to work remotely (not at the workplace) outside of their regular working hours shall be compensated at the overtime rate for the

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

actual time worked.

(c) *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 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 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.

(d) *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.

(e) 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.

(f) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (c)(2), (d)(1), and (d)(2) above, then that portion of the shift shall be compensated at overtime rates.

(g) 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	British Columbia Day
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

- (b) Any other day proclaimed as a holiday by the federal or provincial governments 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**

- (a) An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for all hours worked on the designated holiday, 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 all hours worked on the designated holiday, plus a day off in lieu of the holiday.

- (b) Work available related to clause 17.4(a) will be allocated equitably to qualified employees considering their availability and location.

**17.5 Scheduling of Lieu Days**

- (a) Lieu days accruing from statutory or designated holidays shall be taken either immediately before or after the paid holiday but in any event not more than two weeks from the date of the paid holiday. If the lieu day is not taken within two weeks, it shall be immediately scheduled on the vacation roster.



(b) When statutory or designated holidays fall within a two-week scheduling block, the additional hours to be worked in order to average 70/75 hours during the two-week block may be carried over to the next two-week scheduling block, if the scheduling of those additional hours is not possible during the original two-week period.

#### **17.6 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.

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

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

#### **17.8 Paid Holiday Pay**

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

### **ARTICLE 18 - ANNUAL VACATIONS**

#### **18.1 Annual Vacation Entitlement**

(a) *Definitions:*

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

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

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

<b>Vacation Years</b>	<b>Workdays</b>	<b>Hrs (70 hrs b/w)</b>	<b>Hrs (75 hrs b/w)</b>
First to Second	15	105	112.5
Third	16	112	120
Fourth	17	119	127.5
Fifth	19	133	142.5
Sixth to Seventh	20	140	150
Eighth	22	154	165
Ninth	23	161	172.5
Tenth	24	168	180
Eleventh	25	175	187.5
Twelfth	26	182	195
Thirteenth to Fifteenth	27	189	202.5
Sixteenth to Eighteenth	28	196	210
Nineteenth	29	203	217.5
Twentieth	31	217	232.5

Vacation Years	Workdays	Hrs (70 hrs b/w)	Hrs (75 hrs b/w)
Twenty-first	32	224	240
Twenty-second	33	231	247.5
Twenty-third and Twenty-fourth	34	238	255
Twenty-fifth and Thereafter	35	245	262.5

(c) *Conversion of Hours*

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

(2) Employees working 37.5 hours per week shall have their vacation entitlement converted to hours on the basis of a seven and a 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 paid to the employee on the last pay period in January of the next calendar year.

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

## 18.3 Vacation Scheduling

(a) With the exception of authorized vacation carryover under Article 18.6, the scheduling and completion of vacations shall be on a calendar-year basis.

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

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

(d) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

## 18.4 Prime Time Vacation Period

(a) Subject to the provisions of this article, it is the intent of the parties that no employees shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four weeks of their vacation entitlement during the period of May 1 to September 30, inclusive, which shall be defined as prime-time vacation period.

(b) For those employees who have more than four weeks' vacation entitlement, the Employer shall

make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime-time vacation period if they so desire.

#### **18.5 Preference in Vacation**

- (a) Vacations shall be granted on the basis of service seniority within a classification series in the work unit.
- (b) An employee shall be entitled to receive their vacation in an unbroken period.
- (c) Where an employee chooses to break their vacation entitlement, additional selection(s) shall be made only after all other employees concerned have made their initial selections(s). Such additional selections shall be made in order of seniority.

#### **18.6 Vacation Schedules**

- (a) Completed vacation schedules will be posted by the first working day following the statutory holiday in January of each year. The schedule will be circulated commencing November 1 of the previous year.
- (b) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice. If an employee is relocated by the Employer, they will be given the vacation time previously selected.
- (d) An employee who has not scheduled their vacation entitlement, except as provided for in 18.9 (Vacation Carryover), by September 1 shall have their remaining annual vacation entitlement scheduled by the Employer, to be taken within the current vacation year.

#### **18.7 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 60 workdays preceding their vacation, in which case they shall receive the higher rate.

#### **18.8 Approved Leave of Absence With Pay**

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

#### **18.9 Vacation Carryover**

- (a) An employee in their first (non-partial) or higher vacation year may carry over earned vacation up to 10 days. Such vacation carryover shall not exceed 10 days.

- (b) Except as provided in Clause 18.2(a)(2) (Vacation Earnings for Partial Years), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (c) In the event an employee has vacation carryover in excess of 10 days, the employee shall meet with their supervisor to mutually agree to schedule those days. If agreement cannot be reached the days in excess of the 10-day carryover shall be scheduled onto the next vacation block.
- (d) A single vacation period which overlaps the end of a calendar year (December 31) shall not be considered a seniority choice for the subsequent vacation year.

**18.10 Callback From Vacation**

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

**18.11 Vacation Leave on Retirement**

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

**18.12 Vacation Credits Upon Death**

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

**ARTICLE 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 3 (Short-Term and Long-Term Disability).

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

- (a) In the case of death in the immediate family an employee not on leave of absence without pay, except where the employee has taken unpaid leave to attend the terminally ill family member and is not in receipt of Employment Insurance Benefits, shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral and/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, stepchildren, stepparents, foster children, foster parents, employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) 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.

(d) 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 or a child custody hearing - one day.
- (9) Indigenous employees are entitled to up to two days' leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language. 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 event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

(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), and (8), leave with pay will be only for the workday on which the situation occurs.

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

## 20.3 Family Illness

(a) In the case of illness or hospitalization of a parent, spouse, dependent child/or child permanently residing with an employee, and when no one other than the employee can provide for the needs of the individual, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of

two days' paid leave at any one time for this purpose.

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

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

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

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

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

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

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

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

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

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

#### **20.7 Leave for Taking Courses**

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

## 20.8 Educational Leave

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

- (a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one year, which may be renewed by mutual agreement.
- (b) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.
- (c) Applications for educational leave for periods of four months or longer must be submitted to the appropriate employer 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 the Employer with as much lead time as practical.
- (e) After consideration by the Employer, all applications for educational leave of four months or longer shall be forwarded to the Joint Committee established in Article 28 (Joint Union/Management Committee) for review, together with the decision of the Employer, no later than two months from the date of submission. If the Committee decides that the Employer acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the employer 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 ISM Canada for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic pay.
- (h) Should they leave the service of the Employer before this period expires, they shall refund to the Employer the total cost of their training including allowances and expenses on a pro rata basis.
- (i) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain in the employment of ISM Canada for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.
- (j) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (k) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this clause.
- (l) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this clause.

(m) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.

## **20.9 Equipment Demonstrations**

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee shall, upon approval of their application, be entitled to attend such demonstrations, conferences or seminars. Time spent in travel and in attendance will be considered as time worked.

## **20.10 Elections**

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

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

## **20.11 General Leave**

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

## **20.12 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 or on an Earned Day Off (EDO) approval for reasonable time off for such appointments for employees or for dependent children shall not be unreasonably withheld. A minimum of 24 hours' notice, whenever possible, is required in these situations. Where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Article 20.13 (Maximum Leave Entitlement) "*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 initial 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 Article 20.13 (Maximum Leave Entitlement) the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of



reasonable receipted expenses for accommodation and travel to a maximum of \$500 per calendar year.

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

(d) Employees in receipt of STIP or LTD benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.

### **20.13 Maximum Leave Entitlement**

Leaves taken under Articles 20.2 (Special Leave), 20.3 (Family Illness) and 20.12 (Leave for Medical and Dental Care) shall not exceed a total of 70/75 hours per calendar year, unless additional special leave is approved by the Employer.

### **20.14 Emergency Service Leave**

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

### **20.15 Canadian Armed Forces**

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

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

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

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

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

### **20.16 Donor Leave**

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

### **20.17 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, unused vacation or lieu days.

#### **20.18 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) (Loss of Seniority), the following conditions shall apply:

- (a) The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 21 (Maternity, Parental and Pre-Adoption Leave).
- (b) The combined length of leaves under this clause and under Article 21 (Maternity, Parental and Pre-Adoption Leave) shall not exceed 18 months.
- (c) The employee's return to work requirements of Clauses 21.8(b) (Pre-Placement Adoption Leave) and 21.11 (Entitlements Upon Return to Work) shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Article 21.9 (Benefits Continuation).
- (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.

#### **20.19 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits from Employment Insurance is entitled to up to 27 weeks compassionate care leave to provide care or support to a gravely ill family member at risk of dying within 26 weeks. There will be no interruption in seniority or benefits provided under Article 25 (Health and Welfare).

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

#### **21.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to 15 weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave alone or in combination with the leave period of 21.3 (Maximum Combined Entitlement) shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

#### **21.2 Parental Leave**

- (a) Upon written request an employee shall be entitled to opt for either standard parental leave of up to 37 consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the

apportionment of the 35 weeks or 61 weeks parental leave between them.

(c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.

(d) Leave taken under this clause shall commence:

(1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 21.1 (Maternity Leave) or 21.3 (Maximum Combined Entitlement);

(2) in the case of the other parent, immediately following the birth or placement of the adoptive child;

(3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

(e) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement. Such agreement shall not be unreasonably withheld. However, the leave must begin:

(1) within a 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave; or

(2) within a 78-week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.

Such leave request must be supported by appropriate documentation.

(f) An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of the leave.

### **21.3 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to 21.1 and 21.2 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.

### **21.4 Benefit Waiting Period**

Where an employee is entitled to and takes leave pursuant to 21.1 (Maternity Leave) and/or 21.2 (Parental Leave) 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.

### **21.5 Benefit Waiting Period Allowance**

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

### **21.6 Maternity Leave Allowance**

(a) An employee who qualifies for maternity leave pursuant to Article 21.1 (Maternity Leave), shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment

Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

### **21.7 Parental Leave Allowance**

(a) An employee who qualifies for parental leave pursuant to Article 21.2 (Parental Leave), shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, for those who opt for standard parental leave, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.

(c) Pursuant to the Supplemental Unemployment Benefit (SUB) 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.

(1) In keeping with the intent of the federal changes, employees who opt for extended parental leave will receive the equivalent overall amount of parental allowance to which they would have been entitled to for 35 weeks under the standard parental leave period as defined in Article 21.6 (a) (Maternity Leave Allowance), but the allowance payments will be spread out over 61 weeks instead of 35.

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

### **21.8 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 (245/262.5 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:

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

## **21.9 Benefits Continuation**

(a) For standard leaves taken pursuant to Article 21.1 (Maternity Leave), 21.2 (Parental Leave), 21.3 (Maximum Combined Entitlement), 21.7 (Parental Leave Allowance) and 21.8 (Pre-Placement Adoption Leave) the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.

(b) Notwithstanding Clause 21.8(a) (Pre-Placement Adoption Leave), 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.

(c) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 21.10 (Deemed Resignation) or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

## **21.10 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Article 21.1 (Maternity Leave), 21.2 (Parental Leave), 21.3 (Maximum Combined Entitlement), 21.7 (Parental Leave Allowance) and 21.8 (Pre-Placement Adoption Leave) commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 (Maternity, Parental and Pre Adoption Leave) or Article 20.17 (Other Religious Observances) or if they do not return to work after having given such advice.

## **21.11 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) (Annual Vacation Entitlement) and 18.9 (Vacation Carryover), vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 (Maternity Leave) 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 (Maternity Leave Allowance); and

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

Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.9 (Vacation Carryover).

(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.

#### **21.12 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 (Benefit Waiting Period), 21.5 (Benefit Waiting Period Allowance), 21.6 (Maternity Leave Allowance), 21.7 (Parental Leave Allowance) and/or 21.8 (Pre-Placement Adoption Leave), an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Article 21.4 (Benefit Waiting Period), 21.5 (Benefit Waiting Period Allowance), 21.6 (Maternity Leave Allowance), 21.7 (Parental Leave Allowance) and/or 21.8 (Pre-Placement Adoption Leave) above on a pro rata basis.

#### **21.13 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Article 21.4 (Benefit Waiting Period), 21.5 (Benefit Waiting Period Allowance), 21.6 (Maternity Leave Allowance) and/or 21.8 (Pre-Placement Adoption Leave) shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

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

#### **22.1 Statutory Compliance**

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

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

#### **22.2 Provincial Joint Occupational Health and Safety Committee**

There shall be established a joint committee composed of five representatives of the Employer and five representatives of the Union. Employees shall be on leave of absence without loss of basic pay for time spent on this committee. The Committee's responsibilities will be:

- (a) to review reports on matters referred by Occupational Health and Safety Committees or by Joint Committees and make recommendations to the bargaining Principals regarding occupational health and safety matters, and
- (b) to monitor and assess results of the Training Program for Occupational Health and Safety Committee members.

### 22.3 Joint Occupational Health and Safety Committees

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

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer.
- (b) The committees will function in accordance with the regulations made pursuant to the *Workers Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c)
  - (1) The Employer shall initiate and maintain, at the regular place of employment, local occupational health and safety committees as required by the *Workers Compensation Act*.
  - (2) Local occupational health and safety committees may encompass more than one component.
- (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.

### 22.4 Unsafe Work Conditions

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

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

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

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

## 22.5 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) An employee who is a member of a local occupational health and safety committee and who has been authorized by that committee to investigate safety matters shall not suffer any loss of basic pay for time so spent.
- (c) Investigation of safety matters pursuant to Clauses 22.3(c)(2) (Joint Occupational Health and Safety Committee), and 22.5 (Investigation of Accidents) of the agreement by an employee shall be without loss of basic pay. The employee shall be designated pursuant to the *Workers Compensation Act*.
- (d) Reports shall be submitted on a PSC 38 (an accident investigation form) which may be amended by mutual agreement and copies sent to:
  - (1) Workers' Compensation Board
  - (2) Occupational Health and Safety Committee
  - (3) Employer Designate(s)
  - (4) BCGEU Designate(s)

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

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

## 22.6 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the level of certificate which they hold:
  - Level 3 Occupational First Aid Certificate - \$55 per biweekly period effective January 9, 2010;
  - Level 2 Occupational First Aid Certificate - \$44 per biweekly period effective January 9, 2010.

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

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.
- (4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:
- (i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
  - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Article 12.1 (Postings).
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

In facilities which require an Occupational First Aid Attendant and where employees are represented by more than one union and the percentage of BCGEU members is greater than 50% of the workforce, at least one Occupational First Aid Attendant shall be a BCGEU member, provided the employee is qualified.

## **22.7 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.

## **22.8 Transportation of Accident Victims**

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

## **22.9 Video Display Terminals**

- (a) Employees required to continuously operate electronic displays 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) The Employer shall ensure, insofar as is reasonably practicable, that the electronic display and associated workstation is designed, constructed, maintained and operated in a manner that minimizes physical and visual demands on the employees as recommended by the Workers' Compensation Board publication, *"How to Make Your Computer Workstation Fit You"* or more stringent standards if adopted by the Workers' Compensation Board.

(c) The Employer shall require that any new employer owned facility, or newly leased facility undergoing renovation related to electronic display 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 (b) shall apply.

(d) The Joint 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 *"How to Make Your Computer Station Fit You"*, or a replacement publication or standard adopted by the Workers' Compensation Board, are being met.

(e) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards referenced in (b) above.

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

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

## **22.11 Radio Contact or Employee Check**

(a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged *"employee check"* made at specified intervals and at specified locations.

(b) The Employer recognizes the need for coordination with operators on *"radio controlled"* industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

## **22.12 Communicable Diseases**

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

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

- (1) preventative protocol measures, including education, hygiene, protective

equipment/apparel and vaccinations;

(2) post-exposure protocols;

(3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.

(c) Officials of the BC Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

(d) Where a communicable disease policy is established the local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.

(e) Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

### **22.13 Safety Equipment**

The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations.

### **22.14 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 customers, or the public.

(b) Where such potential exists:

(1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;

(2) applicable physical and procedural measures to protect employees shall be implemented.

(c) The local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.

(d) The Joint Union Management 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.

### **22.15 Security for Employees**

It is the intent of the parties that employees, in workstations where there is a potential for violence from outside parties, shall pursue the matter through local occupational health and safety committees.

Appropriate security systems shall be considered by the local occupational health and safety committees. The Employer affected shall use the information and recommendations from these committees to continue, on an ongoing basis, the implementation of security systems, subject to such matters as:

- (a) Physical structure of the offices
- (b) Funding being available
- (c) Priorities of facilities to be affected
- (d) Type of system to be adopted
- (e) Employer and employee wishes

#### **22.16 Pollution Control**

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

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

- (a) Training of Joint Occupational Health and Safety Committee members will be undertaken using the training program developed by the BCGEU. 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 22.3(c)(2) (Joint Occupational Health and Safety Committee) within six months of appointment. The Joint Union Management Committee will determine the priority areas for scheduling of training.
- (c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.
- (d) The training shall be carried out jointly by teams of qualified union and employer representatives, and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the parties, in occupational health and safety and instructional techniques.
- (e) Union instructors shall be selected by the Union.

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

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

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

#### **22.19 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) Local occupational health and safety committees (or union and employer designated safety

representatives) shall, in the performance of regular worksite inspections, identify the following risk factors, which may contribute to risk:

- (1) the work methods and 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 published by WorkSafeBC.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources, which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

## **22.20 Working Alone or in Isolation**

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

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

### **23.1**

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

### **23.2**

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

For the purpose of defining technological change, the following will apply:

- (1) The introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind, undertaking or business, or
  - (2) A change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material, or
  - (3) Any change that significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee

established under Article 28 (Joint Union/Management Committee), shall meet to consult on the impact of the proposed change.

(c) The written notice will provide the following information:

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

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

- (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13 (Layoff and Recall).
- (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
- (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 (Layoff and Recall) or Article 30 (Auxiliary Employees), as appropriate.

### 23.3

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

### 23.4

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

### 23.5

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined in the *Labour Relations Code* of BC and provided for in Article 23.2. Accordingly, the parties agree, pursuant to Article 28 (Joint Union/Management Committee), to meet to exchange information with respect to such changes at the request of either party.

## ARTICLE 24 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this agreement, which would result in the laying off of such employees. In addition, ISM Canada agrees not to contract out work for which it contracts directly with customers in British Columbia.

## 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 Medical Plan, for which the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100 % of the regular premium.

### 25.2 Extended Health Care Plan

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

### 25.3 Dental Plan

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

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

(b) Effective February 2, 2018, orthodontic services are subject to a lifetime maximum payment of \$5,000 per patient.

(c) *Dental Plan* - complete dental exams including cleaning every six months per person.

### 25.4 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of \$100,000.

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

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

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

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

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

### 25.5 Air Travel Insurance

(a) In the event of death or disability incurred while travelling by aircraft on business of the Employer, regular and auxiliary employees will be covered by the terms and conditions of the blanket insurance

policy. The existing benefits will not be decreased during the life of this agreement.

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

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

#### **25.6 Employment Insurance**

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

#### **25.7 Medical Examination**

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

#### **25.8 Policy Changes**

If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any policy or other action by the Employer, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

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

(a) A province-wide Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.

(b) This employer-funded, confidential, assessment/referral service will be monitored by a joint committee. The Committee shall consist of six members, three members appointed by the Employer and three members by the Union. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this committee.

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

(d) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and union training programs.

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

(a) A copy of the contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

(b) The Employer will consult the Union before developing any brochure explaining the highlights of the plans for distribution to employees.

(c) The cost of such a brochure shall be borne by the Employer.



### **25.11 Designation of Spouse**

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

## **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

### **26.1 Equal Pay**

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

### **26.2 Paydays**

(a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their pay no later than four weeks after they commence employment. Separating employees will receive their regular wages for hours worked as per normal pay cycles. A reconciliation will be completed on outstanding banks (vacation, CTO, etc.) in the following pay period.

(b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.

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

(d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an advance, equal to their net base pay, on their salary.

(e) If an overpayment occurs no deductions from an employee's pay will be made without their agreement. The employee and the employer designate shall meet to discuss a repayment schedule, which shall be for payments over the same number of pay periods as the error occurred unless a different term is settled by mutual agreement. Such agreement will not be unreasonably withheld.

(f) Upon resignation, vacation credits that have been utilized yet not earned are understood to be owed to the Employer and must be reimbursed. Overdrawn vacation credits may be offset against wages or other monies owed to the employee.

### **26.3 Rates of Pay**

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Article 26.7 (Salary Protection and Downward Reclassification of Position).

(b) Notwithstanding the wage schedule in Appendix 2A (Salary Grid) in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny. This will apply to students hired under the Cooperative Education Training Program as well.

(c) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

#### **26.4 Substitution Pay**

(a) An employee will be granted substitution pay where the employee is:

- (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or
- (2) assigned to perform duties of a higher paying position which would warrant a higher classification.

(b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

(c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute, pursuant to (a)(1) or (2) above, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.

(d) Where this job description requires periodic substitution:

- (1) substitution pay shall not be payable for periods of substitution of 70/75 consecutive work hours or less in the higher position;
- (2) substitution in excess of the 70/75 consecutive work hours shall be payable from the commencement of the first shift of substitution;
- (3) substitution is not payable for any period of substitution during vacation relief in the higher position.

(e) Payment for leave under Article 20.1 (Bereavement Leave) and 20.2 (Special Leave) will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their leave, in which case they shall receive the higher rate.

(f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series in which the employee is substituting. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.

(g) Grievances concerning (a) above, that are filed at arbitration, may be referred by either party to the expedited classification appeal process where the dispute is a disagreement on the classification level.

**26.5 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 in the salary range, which is the closest step to 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.
- (b) If an employee is promoted or reclassified to a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the new position, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series to which the employee is reclassified or promoted. An employee shall not receive a salary greater than the maximum of the range of the classification to which the employee is promoted or reclassified. Future increments, if any, shall be to the next higher step in the range of the classification to which the employee has been promoted or reclassified.
- (c) The above does not apply to new classifications established pursuant to Article 27.2 (Changes to the Position Titles and Pay Range).

**26.6 Pay on Temporary Assignment**

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

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

- (a) Effective June 21, 1986 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 28.4(b) (Responsibilities of Committee) are covered by (a) above.

**26.8 Vehicle Allowances**

Vehicle allowances for all distances travelled on employer business shall be paid to employees. Only when the employee is required by the Employer to have their vehicle at work for use in the performance of their duties will an allowance be paid to cover the distance, to a maximum of 32 kilometres, to and from the employee's place of residence.

Vehicle allowance shall be:

Effective June 1, 2010, 55¢ per km.

**26.9 Meal Allowances**

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

Meal	Effective January 1, 2018
Breakfast	\$14
Lunch	\$17
Dinner	\$27

**26.10 Isolation Allowance**

(a) An isolation allowance of \$6.50 per point per month shall be paid to each eligible employee. Equivalent biweekly rates will be as shown in Appendix 1 (Biweekly Pay Conversion Schedule Isolation Allowance).

(b) The basis of payment shall be in accordance with the formula devised by the Joint Committee on Isolation Allowances and the revised point-ratings resulting from the general review carried out by the Committee based on the 1976 census, until March 31, 1983 after which time payment shall be in accordance with agreement reached by the Principals in (c) below.

(c) The Joint Committee on Isolation Allowances will make a general review of the point ratings assigned each location based on the 1991 census and submit its report to the Principals not later than March 31, 1995.

(d) Current employees in locations, the point ratings of which are reduced below 11 points as the result of the above review or, as a result of the review pursuant to (e) below, will continue to receive, until March 31, 1995, the amount of allowance they were receiving prior to the review. Effective April 1, 1995 and each April 1 thereafter, the amount of allowance will be reduced by 20% of that amount while they remain employed at that location.

(e) The Committee established in (c) above shall review alternatives to the existing isolation allowance and make recommendations to the bargaining Principals that ensure that issues related to recruitment, retention and isolation are reviewed within funding available.

(f) Employees representing the Union on this joint committee shall be on leave of absence without loss of basic pay for time spent on this committee.

**26.11 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.

**26.12 Upgrading Qualifications**

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

**26.13 Accommodation, Board and Lodging**

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Memorandum of Understanding 2 (Board and Lodging and Relocation Expenses).

**26.14 Relocation Expenses**

- (a) Except as provided in (b) below, regular employees and eligible auxiliary employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding 2. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.
- (b) Where an employee receives relocation expenses as a result of winning a competition, and subsequently resigns within the two-year period immediately following the relocation, they will be required to reimburse the employer expenses paid on a pro rata basis.
- (c) The provisions of (b) above do not apply to employees who resign in order to care for a dependent child or who resign or are deemed to have resigned pursuant to Article 12.12 (Relocations), Article 13 (Layoff and Recall) or 34 (Limited Employment).

**26.15 Relocation at Time of Retirement**

Where an employee, who has been relocated by the Employer or through a competition to an isolated location, gives not less than six months' notice prior to retirement to relocate elsewhere in the province, the Employer will pay the cost of moving the employee's household goods and effects in accordance with that part of the relevant regulations in effect at the time of the employee's retirement, providing that:

- (a) The employee shall have served a minimum of three years in the isolated location.
- (b) The employee actually moves to a location in the province within three months of the month in which they cease to be actively employed with ISM Canada.
- (c) For the purposes of this clause, the term "*isolated location*" shall include all the locations on the Isolation Index, or as altered by mutual agreement from time to time.
- (d) For the purposes of this clause, the term "*retirement*" shall refer to an employee who is scheduled to retire and to receive a pension benefit under the Public Service Pension Plan Rules.

**26.16 Retirement Allowance and Pre-Retirement Leave**

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

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

#### **26.17 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.

#### **26.18 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.

#### **26.19 Salary Rate on Demotion**

When an employee is demoted 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.

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

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

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

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

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

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

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:

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

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.

#### **26.21 Child Care Expenses**

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

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

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$50 per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$25 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.

#### **26.22 Lodging Allowance**

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

#### **26.23 Qualified Registered Professional Fees**

Regular full-time employees who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered professional shall be reimbursed for membership or licensing fees to a maximum of \$200 annually.

#### **26.24 Expenses Within Headquarters Area**

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

**26.25 Public Service Pension Plan (PSPP):**

The Employer agrees to abide by the Public Service Pension Plan Rules, made under the Public Pension Plan Joint Trust agreement, pursuant to the authority of the *Public Sector Pension Plans Act* R.S.B.C. 1999, c44 as it applies to the Employer and its qualifying employees.

The Employer has no obligation to its employees with respect to the Pension Plan other than to:

- (a) Maintain its membership in the Public Service Pension Plan as it came into effect as of December 6, 2004.
- (b) Remit the Employer's contribution to the Pension Corporation, the PSPP's administrative agent, at the rate set by the PSPP rules.
- (c) 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.
- (d) Ensure that all administrative requirements and plan pre-requisites are fulfilled as specified by the PSPP rules.
- (e) Where a difference arises between the parties relating to the interpretation or administration of the Public Service Pension Plan, including any question on the eligibility, the parties agree to present the difference, in writing, to the Pension Corporation for resolution.
- (f) The parties to this agreement concur that the resolution from the Pension Corporation, as administrator for the rules of the Public Service Pension Plan, shall be final and binding on both parties.

Should the Employer wish to seek to provide an alternate equivalent to the Public Service Pension Plan, the parties shall meet to review, discuss and if necessary, amend the Employer's proposed pension arrangement. The parties agree that any changes to the current pension arrangement shall be by mutual agreement.

**26.26 Criminal Records Check**

Where the Employer requires an employee to undergo a criminal record check, the Employer shall reimburse the full cost of the criminal record check.

**ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION****27.1 Classification Plan**

- (a) Position titles and the associated pay range shall be as in the attached Appendix 2 (Position Titles, Pay Ranges and Classification Series). A position title and the associated pay range constitutes a classification.
- (b) The Employer agrees that any new or altered classification will be the subject of negotiations, by the bargaining Principals, at any time during the term of this agreement. The result of such negotiations will be reduced to writing, signed by both parties, and form part of this agreement.

**27.2 Changes to the Position Titles and Pay Range**

- (a) The Employer agrees that no changes to positions covered by this agreement will be introduced without the mutual agreement of the parties.



- (b) The parties recognize that technical experts from the Employer and the Union may be used to assist in determining appropriate rates of pay for existing and new classifications.

### **27.3 Classification Grievances**

An employee shall have the right to grieve, through the Union, the classification of the position they occupy. Such a grievance shall be in accordance with the provisions of Article 8 (Grievances), of this agreement.

- (a) If an employee believes that the position they occupy is improperly classified, they shall file a grievance requesting a written job description describing duties and responsibilities, which shall be provided within 30 days of the request. Such job descriptions shall be consistent with the employee's assigned duties.
- (b) The employee and their immediate supervisor will review the job description and identify in writing any areas where the job description is not consistent with the assigned duties.
- (c) If the employee believes that the position they occupy is improperly classified, the employee shall request a steward process the grievance to the next step of the grievance procedure.
- (d) Time limits may only be extended in writing by the mutual agreement of the parties.

## **ARTICLE 28 - JOINT UNION/MANAGEMENT COMMITTEE**

### **28.1 Establishment of Joint Committee**

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

### **28.2 Meetings of Committee**

- (a) The Joint Union/Management Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee. The parties shall exchange agenda issues/topics prior to the commencement of the meeting.
- (b) An employee appointed to the Joint Union/Management Committee shall obtain the permission of their immediate Manager before leaving their work to perform their duties as a committee representative or to complete work required for the Committee. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld upon receiving advanced notice. On resuming their normal duties, they shall notify their Manager.

### **28.3 Chairperson of Committee**

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

### **28.4 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 the Employer to any decisions or conclusions reached in their discussions.

(b) In the event of any substantial re-organization which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.

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

(1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;

(2) correcting conditions causing grievances and misunderstanding;

(3) reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs;

(4) reviewing matters unresolved and referred to it by a local occupational health and safety committee

(5) The Committee may make recommendations on the criteria for the approval of applications pursuant to Clause 20.8(e) (Educational Leave).

(6) The mandate of this committee shall include any article contained in this agreement where a joint committee is referenced (eg: Articles 13, 14, 30, 34, Rehab; Training Steering Committee; Effective use of Human Resources; Telework; Workload; JWASC; Workforce Adjustment). The Article 28 (Joint Union/Management Committee) will conduct an initial review and provide recommendations. Recommendations could include, but are not limited to, a referral to a joint subcommittee to deal with the referred matter, where appropriate.

## ARTICLE 29 - SECONDMENT

### 29.1 Definition

"*Secondment*" means a process by which the Employer may assign an employee to another agency, board, society, commission, or employer.

### 29.2 Notice of Secondment

The Employer agrees to make every effort to provide an employee with four weeks written notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment.

### 29.3 Provisions of BCGEU Agreement to Apply

The provisions of the current union/employer collective agreement will apply to seconded employees. The agency, board, society, commission, or employer to which the employee is seconded will receive written notice of this article and will be provided with a copy of the agreement.

### 29.4 Employer's Representative Designated to Handle Grievances at the 2<sup>nd</sup> Step

The Employer will inform the employee of the Employer's representative designated to handle grievances at the second step. Where a seconded employee has a grievance, the employee will discuss the grievance with their supervisor. Failing resolution, the employee may submit a written grievance, through a steward

nominated by the Union, to the second step of the grievance procedure.

## **ARTICLE 30 - AUXILIARY EMPLOYEES**

### **30.1 Auxiliary Employees**

- (a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) Auxiliary employees who have worked 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 start of the next pay period following the date in which they attain the required hours. A list of auxiliary employees who have worked 1957.5 hours in 33 pay periods will be provided to the Union at each Article 28 (Joint Union/Management Committee) meeting for the parties to review.
- (c) For the purposes of (b) above and Clauses 30.6 (Application of Agreement), 30.9 (Medical, Dental and Group Life Insurance), 30.11 (Annual Vacations) and 30.12 (Eligibility Requirements for Benefits), hours worked shall include:
  - (1) hours worked at the straight-time rate;
  - (2) hours compensated in accordance with Article 30.10 (Designated Paid Holidays);
  - (3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Employer to a maximum of 210 hours of missed work opportunity within eight calendar weeks from the beginning of the claim;
  - (4) annual vacation pursuant to Clause 30.11(d) (Annual Vacations);
  - (5) compensatory time off provided the employee has worked 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 140 hours. The effective date of such conversion shall be the start of the next pay period following the date on which eligibility for conversion occurs.

- (d) For the purposes of (b) above and Clauses 30.6 (Application of Agreement), 30.9 (Medical, Dental and Group Life Insurance), 30.11 (Annual Vacations) and 30.12 (Eligibility Requirements for Benefits), hours beyond the 210 hours in (c)(3) above, that an auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Employer are not added to the 1957.5 or 1200 hours nor are the days charged against the 33 or 26 pay periods.

### **30.2 Internal Status for Applying for Regular Positions**

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

(b) Subject to Article 30.4 (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 to be performed, including the applicant's education, skills, knowledge, experience and past work performance.

(c) Auxiliary employees who have successfully completed their initial probationary period, as outlined in (b) above and who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Article 26.14 (Relocation Expenses).

### 30.3 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 Article 30.10 (Designated Paid Holidays);
- (iii) annual vacation in accordance with Clause 30.11(d) (Annual Vacations);
- (iv) leave pursuant to Article 30.12 (Eligibility Requirements for Benefits or Clause 30.6(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 105 hours;
- (vii) leaves pursuant to Clause 2.10(b) (Time Off for Union Business-With Pay).

(2) The total hours above shall be converted to a seven/seven and one-half hour shift to establish seniority.

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

(b) Subject to Article 30.4 (Loss of Seniority), service and classification seniority of an auxiliary employee shall transfer with them if they are moved by the Employer from one seniority unit to another.

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

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

**30.4 Loss of Seniority**

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

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than nine months;
- (d) they are unavailable for, or decline, four offers of re-employment as provided in Article 30.5 (Layoff and Recall); or
- (e) they become a regular employee with the exception of 11.1(e) (Seniority Defined).

**30.5 Layoff and Recall**

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a seniority unit as per Article 11.6 (Seniority Blocks and Units).
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within a seniority unit, provided the auxiliary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Auxiliary employees hired pursuant to Article 33 (Special Employment Programs), or for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Clause 30.4(a) (Loss of Seniority) upon completion of their project or program. The Employer will provide the Union with a copy of each appointment letter for employees hired under Clause 30.5(c) (Layoff and Recall), within 30 days of the appointment.
- (e) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority units based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to (g) below.

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

- (f) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in (h) and (j) below.
- (g) Auxiliary employees will provide a direct communication link that will give them personal contact with their work unit/recall section. This communication link must be appropriate to the 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 the Employer within five minutes of the page.

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

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

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

(k) If the Employer is unable to contact auxiliary employees during the scheduled time periods established in (e) above, 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 30.4(d) (Loss of Seniority). If the Employer is unable to contact auxiliary employees outside of the scheduled time periods they will not count such unavailability for purposes of Clause 30.4(d) (Loss of Seniority) except as specified in (l) below.

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

(m) Where auxiliary employees are contacted during the scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 30.4(d) (Loss of Seniority).

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

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) absence on bereavement as per Clause 30.6(c) (Application of Agreement);
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;

- (6) illness of, or inability to obtain child care for a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
- (7) union leave per Article 2.10 (Time Off for Union Business);
- (8) jury duty;
- (9) medical or dental appointments;
- (10) approved leave under Clause 30.11(b) (Annual Vacations);
- (11) an offer of work which is less than three and one-half hours duration;
- (12) an offer of work, which would constitute a short changeover (Article 15.4 [Short Changeover Premium]).

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

(o) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on four separate occasions<sup>2</sup> 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 the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.

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

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

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

(r) The Employer is not required to recall auxiliary employees who have already accumulated 1957.5 hours in 26 pay periods.

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

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

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

- (i) their work is suspended for reasons completely beyond the control of the Employer; or
- (ii) the duration of the work assignment is known in advance by the employee; in which instances the provisions of (s)(1) shall apply.

### 30.6 Application of Agreement

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

(b) Any auxiliary employee who is eligible to vote in a federal, provincial, 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 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.

(c) Where leave from work is required, auxiliary employees shall be entitled to the provisions of Article 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*.

### 30.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of 3% per working hour effective June 27, 2006.

### 30.8 Weekly Indemnity

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

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

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

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



seniority;

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

(d) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff 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 layoff or separation, if the illness occurs two months (or less) before that layoff or separation, provided that notice of the layoff 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 the Employer. This is in exchange for the implementation of the above-mentioned plans.

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

(a) Auxiliary employees will be eligible for coverage under Article 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 Article 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 30.4(a), (b), (c) or (d) (Loss of Seniority).
- (c) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- (d) When an auxiliary employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

### **30.10 Designated Paid Holidays**

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

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

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

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

### **30.11 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 105 hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven workdays prior to the requested leave.
- (c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of employees and provided there is no increased cost to the Employer. The days need not be consecutive.

- (d) Auxiliary employees who have completed 1957.5 hours worked in 33 pay periods shall be eligible for annual vacation leave in accordance with the provisions of this clause and Article 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 Article 18.9 (Vacation Carryover) - any unused vacation entitlement earned during that year will be paid to the employee on the last pay period in January of the next calendar 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 Article 18.2 (Vacation Earnings for Partial Years).
- (g) Vacation leave shall be scheduled in accordance with the provisions of this agreement, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.
- (h) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.
- (i) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Article 18.7 (Vacation Pay), 18.9 (Vacation Carryover), 18.10 (Callback From Vacation), 18.11 (Vacation Leave on Retirement) and 18.12 (Vacation Credits Upon Death).

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

Auxiliary employees will qualify for Short-Term Illness and Injury Plan (STIIP), Article 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) 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) An auxiliary employee will cease to be entitled to coverage when they:
  - (1) fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21 (Maternity, Parental and Pre-Adoption Leave),
  - (2) lose their seniority in accordance with Clause 30.4(a), (b), (c), or (d) (Loss of Seniority).
- (c) Benefits will not be paid on layoff except as provided in Appendix 3, Section 1.10 (Benefits Upon Layoff or Separation).
- (d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("Return to work" is understood to mean the employee completed at least one-half of a scheduled workday or shift.)
- (e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the six pay periods immediately

preceding absence due to illness.

### **30.13 Auxiliary Days of Rest**

- (a) Auxiliary employees hired on an "*on call*" basis shall not be recalled to available work unless they have had at least two days off in the six calendar days immediately preceding the available work, unless precluded by insufficient on call staff being available.
- (b) Auxiliary employees who work the same number of consecutive full shifts at straight-time rates as regular employees in the same classification covered by the same local Hours of Work agreement, shall be given the same number of consecutive days of rest as the regular employees. Such days of rest shall be contiguous with and immediately following the days worked. Auxiliary employees shall not have the right to be recalled on those days of rest.

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.1 Commuting**

- (a) The Employer shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit and/or to carpool to their worksites.
- (b) The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties.
- (c) A joint employer/union parking committee shall be established to study the matter of employee parking and make recommendations to the parties.

### **31.2 Supply and Maintenance of Equipment**

- (a) An employee shall not suffer loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, supplies, or by reason of power failure or other circumstances occurring at the place of work.
- (b) This clause shall not apply to short-term relief personnel beyond the day of occurrence.

### **31.3 Comprehensive Insurance**

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

### **31.4 Temporary Assignment Travel**

- (a) When an employee is assigned temporarily to a worksite within the province that is so far removed that they are unable to return to their designated headquarters at the end of each workday, the following conditions shall apply:
  - (1) Travel between their place of temporary accommodation and the worksite shall be considered as time worked.
  - (2) Employees shall be provided with return economy air fare in order to allow them to return to their place of residence and return to the worksite at the end of each workweek on the employee's time.

(3) Employees who choose not to return to their place of residence shall not receive the return air fare.

(b) (a) above does not apply to employees who participate in employer training programs as a condition of employment. Internal employees participating in such training programs shall be afforded the opportunity of returning to their headquarters for a weekend at the end of a two-week period at the Employer's expense. Travel shall be on the employee's time and accommodation expenses for the weekend period if any shall be the employee's responsibility. The Employer shall determine the mode of transportation to be taken by the employee.

### **31.5 Travel Conditions**

(a) Employees required to travel outside the province shall be reimbursed for receipted expenses incurred in the course of their duties and which do not conflict with Company Travel Policy. Receipts shall not be required for expense categories currently paid without receipts within British Columbia except in situations where ISM Canada's customer requires receipts for all or certain types of expenses and/or for situations which require receipts due to the Company auditing requirements.

(b) Employees will be provided reasonable stopover time, where required, in view of fatigue occasioned by international travel.

(c) Hours of work for employees on travel shall not be more than seven/seven and one-half hours per day exclusive of meal periods, or not more than 70/75 hours per two-week period, except that working hours need not be prescribed within set periods on the clock but should meet the requirements of the assignments.

### **31.6 Damage to Personal Property**

Where an employee's personal property, excluding private automobiles, utilized in the performance of their duties is damaged by a client, patient, or resident while the employee is carrying out their duties, and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement.

### **31.7 Indemnity**

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

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

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

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

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

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

### **31.8 Personal Research**

Subject to approval by the Employer, an employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

### **31.9 Copyrights**

- (a) (1) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee in the course of their duties for the Employer, shall be retained by the Employer.
- (2) The Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.
- (b) Where there is no clear conflict of interest between the Employer and the employee, the Employer agrees that an employee may prepare articles, technical papers and/or instructional notes on their own time, and copyright for such material shall be vested with the employee.
- (c) Confidential information shall not be disclosed without written permission of the President and CEO, ISM Canada.
- (d) Before pursuing any activity that may create a conflict of interest, the employee should consult with their manager for approval.

### **31.10 Oaths and Medical Examinations**

When the Employer requires employees to take oaths, or undergo medical examinations or x-rays as required for employment, the Employer shall grant the necessary time off.

### **31.11 Payroll Deductions**

An employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Savings Bonds.

**31.12 Political Activity****(a) *Municipal and School Board Offices:***

- (1) Employees may seek election to municipal and school board offices, provided that:
  - (i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee;
  - (ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the ISM Canada position.
- (2) Where the Municipal Council, the School Board or committees of the Council or Board hold meetings during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Article 20.11 (General Leave), and provided that such leave shall not exceed one-half shift per week.
- (4) The employee shall provide at least one week's written notice to the Employer.

**(b) *Federal and Provincial Offices:***

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

**31.13 Copies of Agreement**

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the agreement shall be made available on the BCGEU web site and the ISM Canada intranet web site and sufficient copies of the agreement will be printed for distribution to shop stewards, managers, supervisors and Human Resources employees. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the collective agreements to the shop stewards and the Employer shall distribute the collective agreements to the Managers, Supervisors and Human Resources employees. Each party shall distribute the collective agreements at their own cost.

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

EIGHTH COLLECTIVE AGREEMENT  
between  
ISM INFORMATION SYSTEMS MANAGEMENT  
CANADA CORPORATION  
(ISM)  
and the  
B.C. GENERAL EMPLOYEES' UNION  
(BCGEU)  
Effective from January 1, 2024 to March 31, 2027

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

### **31.14 Workload**

It is in the interest of the parties that all employees are aware of their job expectations and responsibilities.

It is the responsibility of supervisors and managers to ensure that staff perform their duties and to ensure that procedures are in place to address customer service demands.

Where an employee is concerned that they cannot complete assignments or respond to urgent matters to fulfil obligations to a customer(s) it is their responsibility to immediately seek the advice and direction from their direct supervisor.

Should the employee continue to hold the opinion that they are unable to fulfil their obligations they will put their detailed concerns in writing and the direct supervisor will provide a written response to those concerns with 14 days. Responsibility for any consequences of complying with the direction provided by the direct supervisor will not rest with the employee.

Should the employee continue to hold the opinion that they are unable to fulfil their work obligations the employee's written concerns and the supervisor's written response will be forwarded to the Joint Union/Management Committee.

### **31.15 Positions Temporarily Vacant**

- (a) The Employer agrees to make every reasonable effort to ensure that the workloads of employees will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation leave, internal training, or any other reason.
- (b) The Employer will make every reasonable effort to maintain a list of qualified on call employees to provide vacancy coverage and to make every reasonable effort to backfill vacant positions.
- (c) Where a position is temporarily vacant and no backfill is provided, the Employer will take such steps as may be necessary to ensure that workload is not unnecessarily increased.
- (d) Where an employee is unable to complete assignments or fulfil other workload obligations and has received direction from the Employer as to how to proceed, responsibility for any consequences of complying with the direction will not rest with the employee.



(e) For purpose of substitution, offers shall be given to regular employees by seniority who are qualified to perform the work of the position requiring substitution, and whose most recent employee appraisal indicates satisfactory performance.

(f) Where a substitution opportunity arises pursuant to (e) above, the Employer will give consideration to offering the opportunity to regular employees in the headquarters area where the opportunity exists, provided the employees have given the Employer written notice of their interest to substitute and they meet the criteria established in (e) above.

The parties recognize that it may not be appropriate for certain substitution opportunities to be offered to employees in a specific headquarters area. It is agreed that where the Employer determines that it is not operationally advantageous to select from these employees, the provisions of (e) above shall apply.

### **31.16 Travel Advance**

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

### **31.17 Private Vehicle Damage**

Where an employee's vehicle is damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$700.

### **31.18 Personal Property Damage**

(a) Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of \$100, the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye-wear.

(b) On request, and with reasonable notice, the Employer shall provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

### **31.19 Disclosure of Information**

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

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

(a) An employee shall direct their concern or allegation to the employee's immediate supervisor.

(b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.

(c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.

(d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.

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

(f) Where an allegation involves the Director, Human Resources, the employee shall forward their allegation to the President and CEO of ISM.

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

### **31.20 Electronic Monitoring**

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

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

## **ARTICLE 32 - EMPLOYMENT EQUITY**

(a) The Employer 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.

(c) The parties recognize the need to implement an employment equity program.

(d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities for reasons unrelated to ability to do the job.

(e) Regulations, policies and procedures with respect to recruitment, selection and promotion shall facilitate:

(1) opportunities for external recruitment and internal advancement to develop a workforce that is representative of the diversity of the people of British Columbia; and

(2) the long-term career development and advancement of employees.

(f) There shall be a union/management committee on Employment Equity. The Committee is authorized to:

(1) advise the Employer on employment equity issues and initiatives;

(2) review action plans to ensure they comply with the mandatory procedures and are consistent with government-wide employment equity goals;

(3) monitor progress of action plans; and

- (4) ensure that an annual ISM Canada progress report is provided to the bargaining Principals.
- (g) Employees representing the Union on this committee shall be on leave of absence without loss of basic pay for time on this committee.

### **ARTICLE 33 - SPECIAL EMPLOYMENT PROGRAMS**

#### **33.1 Training Program**

- (a) The objectives of the Training Program are:
  - (1) to provide a training program leading to long-term employment for persons with disabilities and disadvantaged persons;
  - (2) to increase awareness among employers of the value of hiring persons with disabilities and disadvantaged persons;
  - (3) to increase the personal development and work skills of persons with disabilities and disadvantaged persons;
  - (4) to encourage the employment of persons with disabilities and disadvantaged persons in ISM Canada.

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

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

- (b) People on the Training Program will be given special jobs not normally carried out by the employees in the bargaining unit, or jobs where they are not expected to carry out the principal duties of that job.
- (c) There will be an initial training work term not to exceed six continuous months of employment. At the completion of this 910 hours work term, an assessment of the abilities and skills of each individual will be made. If the person is deemed not yet "*job-ready*", they may be eligible for an extension under the training program, not to exceed six months. Pay for the initial work term and the period of extension, if required, will be at the levels shown in Appendix 2C (Special Employment Program Rates).
- (d) People on the training program will be considered auxiliary employees. Benefits in the agreement will apply. The training program will be considered as a special program and Clause 30.5(d) (Layoff and Recall) will apply. Notwithstanding Clause 30.5(d), once clients have completed their work assignments under the program, they will be considered to have internal status for the purpose of applying on competitions only. The internal status shall remain in effect for nine months after completion of their final work assignment under the Program.
- (e) Notwithstanding any other provision of this collective agreement, the Employer may conclude a person's participation in the Program at any time for good and sufficient reasons.
- (f) Notwithstanding Article 10 (Dismissal, Suspension and Discipline), and Article 27.3 (Classification

Grievances), if there is a dispute regarding the reasons in (e) above, or a dispute as to whether a person hired under this program should be classified in accordance with (b) above, the matter shall be referred to an agreed arbitrator.

(g) People shall be classified and paid in accordance with Appendix 2C (Special Employment Program Rates).

(h) The hours of work for these employees will be as per the hours in the work unit.

### **33.2 Cooperative Education Training Program**

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

(a) Employees hired under the Cooperative Education Training Program will be considered auxiliary employees and receive the appropriate benefits as per this agreement.

(b) The program will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution. The length of appointment for students under this article will correspond to the requirements of their academic program.

(c) Coop education will be considered supernumerary to the established workforce. As such, Clause 30.5(d) (Layoff and Recall) will apply to these programs.

(d) No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.

(e) Employees hired under this program will be classified and paid in accordance with Appendix 2C (Special Employment Program Rates) at Level 2 or 3 as appropriate.

(f) The standard hours of work for employees under this program will be seven/seven and one-half hours per day and 35/37.5 hours per week.

(g) The standard hours of work may be varied by mutual agreement at the local level, consistent with local hours of work agreements, provided that no employee works more than 10 hours in one day and 70/75 hours in a biweekly period.

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

### **33.3 Youth Employment Program**

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

(a) Employees hired to carry out the principal duties of a job covered by this agreement shall be classified accordingly and paid according to the rate established for that position.

(b) Employees hired under this program will be classified and paid a biweekly salary in accordance with Appendix 2C (Special Employment Program Rates).

(c) Employees hired under this program will be considered auxiliary employees and receive the appropriate benefits as per this agreement. No student will be hired under this program to perform work previously done by an employee on layoff or for which an employee on layoff has right of recall.

(d) Notwithstanding Article 27.3 (Classification Grievances), if there is a dispute as to whether an employee hired under this program should be classified in accordance with (a) or (b), the dispute shall be referred to an Adjudication Committee for final resolution. The Committee shall be composed of a single adjudicator and two assessors - one appointed by each of the parties to this agreement.

(e) The program will be considered a special employment program and Clause 30.5(d) (Layoff and Recall) will apply.

(f) The hours of work shall average 35/37.5 hours per week and shall be consistent with the hours of work established for the work group to which the employee is assigned.

The hours of work may be varied by mutual agreement between the Union and the Employer provided that no employee works more than 10 hours in one day or 70/75 hours in a biweekly period.

#### ARTICLE 34 - LIMITED EMPLOYMENT

##### (a) Definitions

"*Limited Term Employee*" means:

a person described in this agreement between the Employer and the Union as "*persons appointed on a temporary limited basis for a specific term of less than 31 calendar days*".

##### (b) Reporting Procedures

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

The appointment notice shall contain the following information:

- (i) the date the appointment is to commence;
  - (ii) the date the employment is to terminate or is intended to terminate;
  - (iii) the work location and classification of work to be performed.
- (2) (i) The Employer agrees to provide the Union with written reports of each calendar year regarding usage of service of employees from employment agencies.
- (ii) Reports will be forwarded as follows:
- a. by April 15 for the period January 1 to March 31;
  - b. by July 15 for the period April 1 to June 30;
  - c. by October 15 for the period July 1 to September 30;
  - d. by January 15 for the period October 1 to December 31.
- (iii) Each report shall include:
- a. the name of the employment agency and individual concerned;
  - b. the location at which such services are provided;
  - c. the dates of utilization.

##### (c) Limited Term Employee

(1) No individual will be permitted to work on a subsequent appointment of less than 31 days without the elapse of a period of 31 days since the expiry of that individual's most recent

appointment of less than 31 days. If a person's appointment extends beyond 30 days, that person shall be re-appointed as an auxiliary employee effective the date the appointment is extended, however, seniority shall be credited for hours worked pursuant to the appointment.

(2) For the purposes of Clause 34(c)(1) of this article non-working periods in excess of seven days within a period of 90 days shall not be counted for purposes of calculating whether an appointment is for a period of less than 31 days.

(d) *Employment Agencies*

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

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

(e) *Combination Usage*

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

(f) *Waiver*

Nothing in this article prohibits the Union from waiving any term or condition of this article. A waiver may only be granted by the President of the Union in writing, and such waivers will not be unreasonably withheld. The President of the Union shall respond to requests for a waiver within 10 calendar days of a request.

## ARTICLE 35 - TERM OF AGREEMENT

### 35.1 Duration

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

### 35.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2027, but in any event not later than midnight, February 28, 2027.

(b) Where no notice is given by either party prior to January 1, 2027, both parties shall be deemed to have given notice under this clause on February 28, 2027, and thereupon Article 35.3 (Commencement of Bargaining) applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by ISM Canada.

### 35.3 Commencement of Bargaining

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

**35.4 Change in Agreement**

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

**35.5 Agreement to Continue in Force**

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

**35.6 Effective Date of Agreement**

- (a) The parties agree that the seventh collective agreement remains in full force and effect until February 23, 2024.
- (b) The provisions of this eighth collective agreement, except as otherwise specified, shall come into force and effect on February 24, 2024.

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

DocuSigned by:



6B04B367B8FF46D...

Stephanie Smith  
President

DocuSigned by:



BBB055DCA4B24EB...

Falon Renshaw  
Committee Chairperson

DocuSigned by:



95590838CA11448...

Sterling Haugen  
Committee Member

DocuSigned by:



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Charline Lachance  
Committee Member

DocuSigned by:



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Angela Mahlmann  
Staff Representative

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

DocuSigned by:



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Rachelle Clarke  
VP, People, Culture and Information Security

DocuSigned by:



E715F1CCE78F488...

Marie Doherty  
Manager, People & Culture, BC Operations

DocuSigned by:



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John Adams  
Manager, Financial Business  
Solutions

DocuSigned by:



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Janice Gill  
Senior Manager, BC Service Operations

Date: May 7, 2024



**APPENDIX 1**  
**Biweekly Pay Conversion Schedule Isolation Allowance**

Based on \$6.50 per point per month

<b>Points</b>	<b>Biweekly Rate</b>
11 .....	32.89
12 .....	35.88
13 .....	38.87
14 .....	41.86
15 .....	44.85
16 .....	47.84
17 .....	50.83
18 .....	53.82
19 .....	56.80
20 .....	59.79
21 .....	62.78
22 .....	65.77
23 .....	68.76
24 .....	71.75
25 .....	74.74
26 .....	77.73
27 .....	80.72
28 .....	83.71
29 .....	86.70
30 .....	89.69
31 .....	92.68
32 .....	95.67
33 .....	98.66
34 .....	101.65
35 .....	104.64
36 .....	107.63
37 .....	110.62
38 .....	113.61
39 .....	116.60

**APPENDIX 2A**  
**Salary Grid**

Effective from January 1, 2024 to March 31, 2027.

2024 - Effective the first pay period of January 2024 - 5%.

Retroactivity will be paid within two pay periods after date of ratification.

2025 - Effective the first pay period of January 2025 - 2%

2026 - Effective the first pay period of January 2026 - 2%

January 2024 Salary Schedule 5%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
1	1	21.6013	1512.0910	39449.3741	1620.0975	42267.1865
	2	22.2034	1554.2380	40548.9592	1665.2550	43445.3135
	3	22.8250	1597.7500	41684.1562	1711.8750	44661.5960
	4	23.4673	1642.7110	42857.1566	1760.0475	45918.3821
	5	24.4298	1710.0860	44614.9222	1832.2350	47801.7024
2	1	22.2034	1554.2380	40548.9592	1665.2550	43445.3135
	2	22.8250	1597.7500	41684.1562	1711.8750	44661.5960
	3	23.4673	1642.7110	42857.1566	1760.0475	45918.3821
	4	24.1315	1689.2050	44070.1519	1809.8625	47218.0198
	5	25.1261	1758.8270	45886.5401	1884.4575	49164.1501
3	1	22.8250	1597.7500	41684.1562	1711.8750	44661.5960
	2	23.4673	1642.7110	42857.1566	1760.0475	45918.3821
	3	24.1315	1689.2050	44070.1519	1809.8625	47218.0198
	4	24.8180	1737.2600	45323.8725	1861.3500	48561.2919
	5	25.8449	1809.1430	47199.2486	1938.3675	50570.6235
4	1	23.4673	1642.7110	42857.1566	1760.0475	45918.3821
	2	24.1315	1689.2050	44070.1519	1809.8625	47218.0198
	3	24.8180	1737.2600	45323.8725	1861.3500	48561.2919
	4	25.5264	1786.8480	46617.5880	1914.4800	49947.4157
	5	26.5881	1861.1670	48556.5176	1994.1075	52024.8403
5	1	24.1315	1689.2050	44070.1519	1809.8625	47218.0198
	2	24.8180	1737.2600	45323.8725	1861.3500	48561.2919
	3	25.5264	1786.8480	46617.5880	1914.4800	49947.4157
	4	26.2598	1838.1860	47956.9597	1969.4850	51382.4568
	5	27.3560	1914.9200	49958.8950	2051.7000	53527.3875
6	1	24.8180	1737.2600	45323.8725	1861.3500	48561.2919
	2	25.5264	1786.8480	46617.5880	1914.4800	49947.4157
	3	26.2598	1838.1860	47956.9597	1969.4850	51382.4568
	4	27.0166	1891.1620	49339.0657	2026.2450	52863.2847
	5	28.1490	1970.4300	51407.1112	2111.1750	55079.0477
7	1	25.5264	1786.8480	46617.5880	1914.4800	49947.4157
	2	26.2598	1838.1860	47956.9597	1969.4850	51382.4568
	3	27.0166	1891.1620	49339.0657	2026.2450	52863.2847
	4	27.7996	1945.9720	50769.0195	2084.9700	54395.3780
	5	28.9696	2027.8720	52905.7320	2172.7200	56684.7128
8	1	26.2598	1838.1860	47956.9597	1969.4850	51382.4568
	2	27.0166	1891.1620	49339.0657	2026.2450	52863.2847
	3	27.7996	1945.9720	50769.0195	2084.9700	54395.3780
	4	28.6076	2002.5320	52244.6295	2145.5700	55976.3887
	5	29.8166	2087.1620	54452.5657	2236.2450	58342.0347

January 2024 Salary Schedule 5%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
9	1	27.0166	1891.1620	49339.0657	2026.2450	52863.2847
	2	27.7996	1945.9720	50769.0195	2084.9700	54395.3780
	3	28.6076	2002.5320	52244.6295	2145.5700	55976.3887
	4	29.4436	2061.0520	53771.3745	2208.2700	57612.1869
	5	30.6926	2148.4820	56052.3607	2301.9450	60056.1008
10	1	27.7996	1945.9720	50769.0195	2084.9700	54395.3780
	2	28.6076	2002.5320	52244.6295	2145.5700	55976.3887
	3	29.4436	2061.0520	53771.3745	2208.2700	57612.1869
	4	30.3073	2121.5110	55348.7066	2273.0475	59302.1856
	5	31.5971	2211.7970	57704.2038	2369.7825	61825.9327
11	1	28.6076	2002.5320	52244.6295	2145.5700	55976.3887
	2	29.4436	2061.0520	53771.3745	2208.2700	57612.1869
	3	30.3073	2121.5110	55348.7066	2273.0475	59302.1856
	4	31.1993	2183.9510	56977.7216	2339.9475	61047.5589
	5	32.5319	2277.2330	59411.3823	2439.8925	63655.0525
12	1	29.4436	2061.0520	53771.3745	2208.2700	57612.1869
	2	30.3073	2121.5110	55348.7066	2273.0475	59302.1856
	3	31.1993	2183.9510	56977.7216	2339.9475	61047.5589
	4	32.1218	2248.5260	58662.4372	2409.1350	62852.6113
	5	33.4979	2344.8530	61175.5398	2512.3425	65545.2213
13	1	30.3073	2121.5110	55348.7066	2273.0475	59302.1856
	2	31.1993	2183.9510	56977.7216	2339.9475	61047.5589
	3	32.1218	2248.5260	58662.4372	2409.1350	62852.6113
	4	33.0743	2315.2010	60401.9403	2480.5725	64716.3647
	5	34.4968	2414.7760	62999.7810	2587.2600	67499.7653
14	1	31.1993	2183.9510	56977.7216	2339.9475	61047.5589
	2	32.1218	2248.5260	58662.4372	2409.1350	62852.6113
	3	33.0743	2315.2010	60401.9403	2480.5725	64716.3647
	4	34.0587	2384.1090	62199.7008	2554.4025	66642.5366
	5	35.5285	2486.9950	64883.9231	2664.6375	69518.4890
15	1	32.1218	2248.5260	58662.4372	2409.1350	62852.6113
	2	33.0743	2315.2010	60401.9403	2480.5725	64716.3647
	3	34.0587	2384.1090	62199.7008	2554.4025	66642.5366
	4	35.0757	2455.2990	64056.9971	2630.6775	68632.4969
	5	36.5945	2561.6150	66830.7056	2744.5875	71604.3274
16	1	33.0743	2315.2010	60401.9403	2480.5725	64716.3647
	2	34.0587	2384.1090	62199.7008	2554.4025	66642.5366
	3	35.0757	2455.2990	64056.9971	2630.6775	68632.4969
	4	36.1275	2528.9250	65977.8468	2709.5625	70690.5502
	5	37.6965	2638.7550	68843.2331	2827.2375	73760.6069

January 2024 Salary Schedule 5%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
17	1	34.0587	2384.1090	62199.7008	2554.4025	66642.5366
	2	35.0757	2455.2990	64056.9971	2630.6775	68632.4969
	3	36.1275	2528.9250	65977.8468	2709.5625	70690.5502
	4	37.2140	2604.9800	67962.0675	2791.0500	72816.5009
	5	38.8348	2718.4360	70922.0535	2912.6100	75987.9144
18	1	36.2332	2536.3240	66170.8815	2717.4900	70897.3730
	2	37.3192	2612.3440	68154.1890	2798.9400	73022.3453
	3	38.4421	2690.9470	70204.8851	2883.1575	75219.5197
	4	39.6015	2772.1050	72322.2393	2970.1125	77488.1136
	5	41.3429	2894.0030	75502.4711	3100.7175	80895.5047
19	1	38.5119	2695.8330	70332.3573	2888.3925	75356.0971
	2	39.6701	2776.9070	72447.5201	2975.2575	77622.3429
	3	40.8666	2860.6620	74632.6282	3064.9950	79963.5302
	4	42.1073	2947.5110	76898.4566	3158.0475	82391.2035
	5	43.9852	3078.9640	80327.9715	3298.8900	86065.6837
20	1	39.6701	2776.9070	72447.5201	2975.2575	77622.3429
	2	40.8666	2860.6620	74632.6282	3064.9950	79963.5302
	3	42.1073	2947.5110	76898.4566	3158.0475	82391.2035
	4	43.4115	3038.8050	79280.2518	3255.8625	84943.1270
	5	45.3512	3174.5840	82822.6290	3401.3400	88738.5310
21	1	40.8666	2860.6620	74632.6282	3064.9950	79963.5302
	2	42.1073	2947.5110	76898.4566	3158.0475	82391.2035
	3	43.4115	3038.8050	79280.2518	3255.8625	84943.1270
	4	44.7581	3133.0670	81739.4801	3356.8575	87578.0144
	5	46.7630	3273.4100	85400.9287	3507.2250	91500.9950
22	1	42.1073	2947.5110	76898.4566	3158.0475	82391.2035
	2	43.4115	3038.8050	79280.2518	3255.8625	84943.1270
	3	44.7581	3133.0670	81739.4801	3356.8575	87578.0144
	4	46.1505	3230.5350	84282.3506	3461.2875	90302.5185
	5	48.2210	3375.4700	88063.6012	3616.5750	94353.8584
23	1	43.4115	3038.8050	79280.2518	3255.8625	84943.1270
	2	44.7581	3133.0670	81739.4801	3356.8575	87578.0144
	3	46.1505	3230.5350	84282.3506	3461.2875	90302.5185
	4	47.5890	3331.2300	86909.4112	3569.1750	93117.2263
	5	49.7288	3481.0160	90817.2210	3729.6600	97304.1653
24	1	44.7581	3133.0670	81739.4801	3356.8575	87578.0144
	2	46.1505	3230.5350	84282.3506	3461.2875	90302.5185
	3	47.5890	3331.2300	86909.4112	3569.1750	93117.2263
	4	49.0751	3435.2570	89623.4013	3680.6325	96025.0728
	5	51.2868	3590.0760	93662.5184	3846.5100	100352.6983

January 2024 Salary Schedule 5%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
25	1	46.1505	3230.5350	84282.3506	3461.2875	90302.5185
	2	47.5890	3331.2300	86909.4112	3569.1750	93117.2263
	3	49.0751	3435.2570	89623.4013	3680.6325	96025.0728
	4	50.6112	3542.7840	92428.7039	3795.8400	99030.7542
	5	52.8962	3702.7340	96601.6852	3967.2150	103501.8056
26	1	47.5890	3331.2300	86909.4112	3569.1750	93117.2263
	2	49.0751	3435.2570	89623.4013	3680.6325	96025.0728
	3	50.6112	3542.7840	92428.7039	3795.8400	99030.7542
	4	52.1990	3653.9300	95328.4237	3914.9250	102137.5968
	5	54.5600	3819.2000	99640.1999	4092.0000	106757.3571
27	1	49.0751	3435.2570	89623.4013	3680.6325	96025.0728
	2	50.6112	3542.7840	92428.7039	3795.8400	99030.7542
	3	52.1990	3653.9300	95328.4237	3914.9250	102137.5968
	4	53.8390	3768.7300	98323.4737	4037.9250	105346.5790
	5	56.2786	3939.5020	102778.7932	4220.8950	110120.1356
28	1	50.6112	3542.7840	92428.7039	3795.8400	99030.7542
	2	52.1990	3653.9300	95328.4237	3914.9250	102137.5968
	3	53.8390	3768.7300	98323.4737	4037.9250	105346.5790
	4	55.5338	3887.3660	101418.6022	4165.0350	108662.7881
	5	58.0545	4063.8150	106022.0306	4354.0875	113595.0328
29	1	52.1990	3653.9300	95328.4237	3914.9250	102137.5968
	2	53.8390	3768.7300	98323.4737	4037.9250	105346.5790
	3	55.5338	3887.3660	101418.6022	4165.0350	108662.7881
	4	57.2854	4009.9780	104617.4617	4296.4050	112090.1375
	5	59.8899	4192.2930	109373.9298	4491.7425	117186.3534
30	1	53.8390	3768.7300	98323.4737	4037.9250	105346.5790
	2	55.5338	3887.3660	101418.6022	4165.0350	108662.7881
	3	57.2854	4009.9780	104617.4617	4296.4050	112090.1375
	4	59.1371	4139.5970	107999.1288	4435.2825	115713.3523
	5	61.7864	4325.0480	112837.4129	4633.9800	120897.2281
31	1	55.5338	3887.3660	101418.6022	4165.0350	108662.7881
	2	57.2854	4009.9780	104617.4617	4296.4050	112090.1375
	3	59.1371	4139.5970	107999.1288	4435.2825	115713.3523
	4	61.0493	4273.4510	111491.2841	4578.6975	119454.9472
	5	63.7861	4465.0270	116489.3651	4783.9575	124810.0340
32	1	57.2854	4009.9780	104617.4617	4296.4050	112090.1375
	2	59.1371	4139.5970	107999.1288	4435.2825	115713.3523
	3	61.0493	4273.4510	111491.2841	4578.6975	119454.9472
	4	63.0243	4411.7010	115098.1278	4726.8225	123319.4227
	5	65.8518	4609.6260	120261.8497	4938.8850	128851.9818

January 2025 Salary Schedule 2%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
1	1	22.0334	1542.3310	40238.3141	1652.4975	43112.4794
	2	22.6475	1585.3250	41359.9969	1698.5625	44314.2823
	3	23.2815	1629.7050	42517.8394	1746.1125	45554.8279
	4	23.9366	1675.5620	43714.2157	1795.2450	46836.6597
	5	24.9184	1744.2880	45507.2280	1868.8800	48757.7443
2	1	22.6475	1585.3250	41359.9969	1698.5625	44314.2823
	2	23.2815	1629.7050	42517.8394	1746.1125	45554.8279
	3	23.9366	1675.5620	43714.2157	1795.2450	46836.6597
	4	24.6142	1722.9870	44951.5001	1846.0575	48162.3215
	5	25.6286	1794.0020	46804.2307	1922.1450	50147.3901
3	1	23.2815	1629.7050	42517.8394	1746.1125	45554.8279
	2	23.9366	1675.5620	43714.2157	1795.2450	46836.6597
	3	24.6142	1722.9870	44951.5001	1846.0575	48162.3215
	4	25.3144	1772.0080	46230.4230	1898.5800	49532.5960
	5	26.3618	1845.3260	48143.2372	1977.1350	51582.0399
4	1	23.9366	1675.5620	43714.2157	1795.2450	46836.6597
	2	24.6142	1722.9870	44951.5001	1846.0575	48162.3215
	3	25.3144	1772.0080	46230.4230	1898.5800	49532.5960
	4	26.0370	1822.5830	47549.8886	1952.7675	50946.3092
	5	27.1199	1898.3930	49527.7173	2033.9925	53065.4114
5	1	24.6142	1722.9870	44951.5001	1846.0575	48162.3215
	2	25.3144	1772.0080	46230.4230	1898.5800	49532.5960
	3	26.0370	1822.5830	47549.8886	1952.7675	50946.3092
	4	26.7850	1874.9500	48916.1062	2008.8750	52410.1138
	5	27.9031	1953.2170	50958.0363	2092.7325	54597.8961
6	1	25.3144	1772.0080	46230.4230	1898.5800	49532.5960
	2	26.0370	1822.5830	47549.8886	1952.7675	50946.3092
	3	26.7850	1874.9500	48916.1062	2008.8750	52410.1138
	4	27.5569	1928.9830	50325.7886	2066.7675	53920.4878
	5	28.7120	2009.8400	52435.2900	2153.4000	56180.6678
7	1	26.0370	1822.5830	47549.8886	1952.7675	50946.3092
	2	26.7850	1874.9500	48916.1062	2008.8750	52410.1138
	3	27.5569	1928.9830	50325.7886	2066.7675	53920.4878
	4	28.3556	1984.8920	51784.4145	2126.6700	55483.3012
	5	29.5490	2068.4300	53963.8612	2216.1750	57818.4227
8	1	26.7850	1874.9500	48916.1062	2008.8750	52410.1138
	2	27.5569	1928.9830	50325.7886	2066.7675	53920.4878
	3	28.3556	1984.8920	51784.4145	2126.6700	55483.3012
	4	29.1797	2042.5860	53289.6097	2188.4850	57096.0104
	5	30.4130	2128.9030	55541.5586	2280.9675	59508.8128

January 2025 Salary Schedule 2%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
9	1	27.5569	1928.9830	50325.7886	2066.7675	53920.4878
	2	28.3556	1984.8920	51784.4145	2126.6700	55483.3012
	3	29.1797	2042.5860	53289.6097	2188.4850	57096.0104
	4	30.0324	2102.2750	54846.8531	2252.4375	58764.4855
	5	31.3064	2191.4550	57173.4956	2347.9875	61257.3167
10	1	28.3556	1984.8920	51784.4145	2126.6700	55483.3012
	2	29.1797	2042.5860	53289.6097	2188.4850	57096.0104
	3	30.0324	2102.2750	54846.8531	2252.4375	58764.4855
	4	30.9135	2163.9380	56455.5967	2318.5050	60488.1393
	5	32.2291	2256.0300	58858.2112	2417.1750	63062.3692
11	1	29.1797	2042.5860	53289.6097	2188.4850	57096.0104
	2	30.0324	2102.2750	54846.8531	2252.4375	58764.4855
	3	30.9135	2163.9380	56455.5967	2318.5050	60488.1393
	4	31.8233	2227.6310	58117.3016	2386.7475	62268.5374
	5	33.1826	2322.7750	60599.5406	2488.6875	64928.0792
12	1	30.0324	2102.2750	54846.8531	2252.4375	58764.4855
	2	30.9135	2163.9380	56455.5967	2318.5050	60488.1393
	3	31.8233	2227.6310	58117.3016	2386.7475	62268.5374
	4	32.7642	2293.4940	59835.6202	2457.3150	64109.5931
	5	34.1679	2391.7530	62399.1273	2562.5925	66856.2079
13	1	30.9135	2163.9380	56455.5967	2318.5050	60488.1393
	2	31.8233	2227.6310	58117.3016	2386.7475	62268.5374
	3	32.7642	2293.4940	59835.6202	2457.3150	64109.5931
	4	33.7358	2361.5060	61610.0047	2530.1850	66010.7193
	5	35.1867	2463.0690	64259.7108	2639.0025	68849.6902
14	1	31.8233	2227.6310	58117.3016	2386.7475	62268.5374
	2	32.7642	2293.4940	59835.6202	2457.3150	64109.5931
	3	33.7358	2361.5060	61610.0047	2530.1850	66010.7193
	4	34.7399	2431.7930	63443.7423	2605.4925	67975.4382
	5	36.2391	2536.7370	66181.6563	2717.9325	70908.9175
15	1	32.7642	2293.4940	59835.6202	2457.3150	64109.5931
	2	33.7358	2361.5060	61610.0047	2530.1850	66010.7193
	3	34.7399	2431.7930	63443.7423	2605.4925	67975.4382
	4	35.7772	2504.4040	65338.1115	2683.2900	70005.1194
	5	37.3264	2612.8480	68167.3380	2799.4800	73036.4335
16	1	33.7358	2361.5060	61610.0047	2530.1850	66010.7193
	2	34.7399	2431.7930	63443.7423	2605.4925	67975.4382
	3	35.7772	2504.4040	65338.1115	2683.2900	70005.1194
	4	36.8500	2579.5070	67297.4951	2763.7575	72104.4590
	5	38.4504	2691.5280	70220.0430	2883.7800	75235.7603

January 2025 Salary Schedule 2%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
17	1	34.7399	2431.7930	63443.7423	2605.4925	67975.4382
	2	35.7772	2504.4040	65338.1115	2683.2900	70005.1194
	3	36.8500	2579.5070	67297.4951	2763.7575	72104.4590
	4	37.9583	2657.0810	69321.3453	2846.8725	74272.8700
	5	39.6115	2772.8050	72340.5018	2970.8625	77507.6805
18	1	36.9579	2587.0530	67494.3648	2771.8425	72315.3909
	2	38.0656	2664.5920	69517.3020	2854.9200	74482.8235
	3	39.2109	2744.7630	71608.9061	2940.8175	76723.8279
	4	40.3935	2827.5450	73768.6293	3029.5125	79037.8171
	5	42.1698	2951.8860	77012.5972	3162.7350	82513.4970
19	1	39.2821	2749.7470	71738.9351	2946.1575	76863.1447
	2	40.4635	2832.4450	73896.4668	3034.7625	79174.7859
	3	41.6840	2917.8730	76125.2223	3126.2925	81562.7382
	4	42.9495	3006.4580	78436.3417	3221.2050	84038.9375
	5	44.8649	3140.5430	81934.5236	3364.8675	87786.9896
20	1	40.4635	2832.4450	73896.4668	3034.7625	79174.7859
	2	41.6840	2917.8730	76125.2223	3126.2925	81562.7382
	3	42.9495	3006.4580	78436.3417	3221.2050	84038.9375
	4	44.2797	3099.5790	80865.8021	3320.9775	86641.9308
	5	46.2582	3238.0740	84479.0377	3469.3650	90513.2547
21	1	41.6840	2917.8730	76125.2223	3126.2925	81562.7382
	2	42.9495	3006.4580	78436.3417	3221.2050	84038.9375
	3	44.2797	3099.5790	80865.8021	3320.9775	86641.9308
	4	45.6533	3195.7310	83374.3391	3423.9975	89329.6490
	5	47.6983	3338.8810	87109.0203	3577.3725	93331.0932
22	1	42.9495	3006.4580	78436.3417	3221.2050	84038.9375
	2	44.2797	3099.5790	80865.8021	3320.9775	86641.9308
	3	45.6533	3195.7310	83374.3391	3423.9975	89329.6490
	4	47.0736	3295.1450	85967.9793	3530.5125	92108.5493
	5	49.1855	3442.9780	89824.8367	3688.9050	96240.8965
23	1	44.2797	3099.5790	80865.8021	3320.9775	86641.9308
	2	45.6533	3195.7310	83374.3391	3423.9975	89329.6490
	3	47.0736	3295.1450	85967.9793	3530.5125	92108.5493
	4	48.5408	3397.8560	88647.6360	3640.5600	94979.6099
	5	50.7234	3550.6380	92633.6092	3804.2550	99250.2956
24	1	45.6533	3195.7310	83374.3391	3423.9975	89329.6490
	2	47.0736	3295.1450	85967.9793	3530.5125	92108.5493
	3	48.5408	3397.8560	88647.6360	3640.5600	94979.6099
	4	50.0566	3503.9620	91415.8657	3754.2450	97945.5704
	5	52.3126	3661.8750	95535.7031	3923.4375	102359.6819



January 2025 Salary Schedule 2%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
25	1	47.0736	3295.1450	85967.9793	3530.5125	92108.5493
	2	48.5408	3397.8560	88647.6360	3640.5600	94979.6099
	3	50.0566	3503.9620	91415.8657	3754.2450	97945.5704
	4	51.6234	3613.6380	94277.2342	3871.7550	101011.3224
	5	53.9541	3776.7870	98533.6751	4046.5575	105571.7947
26	1	48.5408	3397.8560	88647.6360	3640.5600	94979.6099
	2	50.0566	3503.9620	91415.8657	3754.2450	97945.5704
	3	51.6234	3613.6380	94277.2342	3871.7550	101011.3224
	4	53.2429	3727.0100	97235.0287	3993.2250	104180.3879
	5	55.6512	3895.5840	101633.0039	4173.8400	108892.5042
27	1	50.0566	3503.9620	91415.8657	3754.2450	97945.5704
	2	51.6234	3613.6380	94277.2342	3871.7550	101011.3224
	3	53.2429	3727.0100	97235.0287	3993.2250	104180.3879
	4	54.9157	3844.1060	100289.9797	4118.6850	107453.5497
	5	57.4042	4018.2940	104834.4202	4305.3150	112322.5931
28	1	51.6234	3613.6380	94277.2342	3871.7550	101011.3224
	2	53.2429	3727.0100	97235.0287	3993.2250	104180.3879
	3	54.9157	3844.1060	100289.9797	4118.6850	107453.5497
	4	56.6444	3965.1150	103447.0181	4248.3375	110836.0908
	5	59.2156	4145.0920	108142.4894	4441.1700	115866.9530
29	1	53.2429	3727.0100	97235.0287	3993.2250	104180.3879
	2	54.9157	3844.1060	100289.9797	4118.6850	107453.5497
	3	56.6444	3965.1150	103447.0181	4248.3375	110836.0908
	4	58.4311	4090.1770	106709.7963	4382.3325	114331.9246
	5	61.0877	4276.1390	111561.4121	4581.5775	119530.0844
30	1	54.9157	3844.1060	100289.9797	4118.6850	107453.5497
	2	56.6444	3965.1150	103447.0181	4248.3375	110836.0908
	3	58.4311	4090.1770	106709.7963	4382.3325	114331.9246
	4	60.3198	4222.3860	110159.0347	4523.9850	118027.5372
	5	63.0221	4411.5470	115094.1101	4726.6575	123315.1179
31	1	56.6444	3965.1150	103447.0181	4248.3375	110836.0908
	2	58.4311	4090.1770	106709.7963	4382.3325	114331.9246
	3	60.3198	4222.3860	110159.0347	4523.9850	118027.5372
	4	62.2703	4358.9210	113721.1353	4670.2725	121844.0735
	5	65.0619	4554.3260	118819.1122	4879.6350	127306.1916
32	1	58.4311	4090.1770	106709.7963	4382.3325	114331.9246
	2	60.3198	4222.3860	110159.0347	4523.9850	118027.5372
	3	62.2703	4358.9210	113721.1353	4670.2725	121844.0735
	4	64.2847	4499.9360	117400.1159	4821.3600	125785.8385
	5	67.1688	4701.8160	122667.0209	5037.6600	131428.9510

January 2026 Salary Schedule 2%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
1	1	22.4740	1573.1800	41043.1425	1685.5500	43974.7955
	2	23.1004	1617.0350	42187.2881	1732.5375	45200.6658
	3	23.7471	1662.2970	43368.1414	1781.0325	46465.8657
	4	24.4154	1709.0710	44588.4416	1831.1475	47773.3303
	5	25.4168	1779.1760	46417.4310	1906.2600	49732.9618
2	1	23.1004	1617.0350	42187.2881	1732.5375	45200.6658
	2	23.7471	1662.2970	43368.1414	1781.0325	46465.8657
	3	24.4154	1709.0710	44588.4416	1831.1475	47773.3303
	4	25.1064	1757.4480	45850.5630	1882.9800	49125.6032
	5	26.1412	1829.8840	47740.3665	1960.5900	51150.3927
3	1	23.7471	1662.2970	43368.1414	1781.0325	46465.8657
	2	24.4154	1709.0710	44588.4416	1831.1475	47773.3303
	3	25.1064	1757.4480	45850.5630	1882.9800	49125.6032
	4	25.8207	1807.4490	47155.0533	1936.5525	50523.2714
	5	26.8890	1882.2300	49106.0362	2016.6750	52613.6102
4	1	24.4154	1709.0710	44588.4416	1831.1475	47773.3303
	2	25.1064	1757.4480	45850.5630	1882.9800	49125.6032
	3	25.8207	1807.4490	47155.0533	1936.5525	50523.2714
	4	26.5577	1859.0320	48500.8170	1991.8200	51965.1610
	5	27.6623	1936.3610	50518.2753	2074.6725	54126.7236
5	1	25.1064	1757.4480	45850.5630	1882.9800	49125.6032
	2	25.8207	1807.4490	47155.0533	1936.5525	50523.2714
	3	26.5577	1859.0320	48500.8170	1991.8200	51965.1610
	4	27.3207	1912.4490	49894.4283	2049.0525	53458.3161
	5	28.4611	1992.2840	51977.2665	2134.5900	55689.9284
6	1	25.8207	1807.4490	47155.0533	1936.5525	50523.2714
	2	26.5577	1859.0320	48500.8170	1991.8200	51965.1610
	3	27.3207	1912.4490	49894.4283	2049.0525	53458.3161
	4	28.1081	1967.5600	51332.2350	2108.1000	54998.8232
	5	29.2863	2050.0340	53483.9227	2196.4650	57304.2029
7	1	26.5577	1859.0320	48500.8170	1991.8200	51965.1610
	2	27.3207	1912.4490	49894.4283	2049.0525	53458.3161
	3	28.1081	1967.5600	51332.2350	2108.1000	54998.8232
	4	28.9227	2024.5890	52820.0808	2169.2025	56592.9438
	5	30.1400	2109.8000	55043.1750	2260.5000	58974.8303
8	1	27.3207	1912.4490	49894.4283	2049.0525	53458.3161
	2	28.1081	1967.5600	51332.2350	2108.1000	54998.8232
	3	28.9227	2024.5890	52820.0808	2169.2025	56592.9438
	4	29.7633	2083.4380	54355.4092	2232.2550	58237.9385
	5	31.0212	2171.4840	56652.4665	2326.5900	60699.0712

January 2026 Salary Schedule 2%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
9	1	28.1081	1967.5600	51332.2350	2108.1000	54998.8232
	2	28.9227	2024.5890	52820.0808	2169.2025	56592.9438
	3	29.7633	2083.4380	54355.4092	2232.2550	58237.9385
	4	30.6331	2144.3240	55943.8815	2297.4900	59939.8730
	5	31.9325	2235.2820	58316.9107	2394.9450	62482.4043
10	1	28.9227	2024.5890	52820.0808	2169.2025	56592.9438
	2	29.7633	2083.4380	54355.4092	2232.2550	58237.9385
	3	30.6331	2144.3240	55943.8815	2297.4900	59939.8730
	4	31.5317	2207.2190	57584.7671	2364.8775	61697.9647
	5	32.8736	2301.1520	60035.4120	2465.5200	64323.6557
11	1	29.7633	2083.4380	54355.4092	2232.2550	58237.9385
	2	30.6331	2144.3240	55943.8815	2297.4900	59939.8730
	3	31.5317	2207.2190	57584.7671	2364.8775	61697.9647
	4	32.4597	2272.1860	59279.7097	2434.4850	63513.9747
	5	33.8462	2369.2340	61811.6227	2538.4650	66226.7386
12	1	30.6331	2144.3240	55943.8815	2297.4900	59939.8730
	2	31.5317	2207.2190	57584.7671	2364.8775	61697.9647
	3	32.4597	2272.1860	59279.7097	2434.4850	63513.9747
	4	33.4195	2339.3650	61032.3618	2506.4625	65391.8163
	5	34.8513	2439.5910	63647.1866	2613.8475	68193.4142
13	1	31.5317	2207.2190	57584.7671	2364.8775	61697.9647
	2	32.4597	2272.1860	59279.7097	2434.4850	63513.9747
	3	33.4195	2339.3650	61032.3618	2506.4625	65391.8163
	4	34.4105	2408.7350	62842.1756	2580.7875	67330.9024
	5	35.8905	2512.3280	65544.8430	2691.7800	70226.6175
14	1	32.4597	2272.1860	59279.7097	2434.4850	63513.9747
	2	33.4195	2339.3650	61032.3618	2506.4625	65391.8163
	3	34.4105	2408.7350	62842.1756	2580.7875	67330.9024
	4	35.4347	2480.4290	64712.6208	2657.6025	69334.9509
	5	36.9639	2587.4730	67505.3223	2772.2925	72327.1311
15	1	33.4195	2339.3650	61032.3618	2506.4625	65391.8163
	2	34.4105	2408.7350	62842.1756	2580.7875	67330.9024
	3	35.4347	2480.4290	64712.6208	2657.6025	69334.9509
	4	36.4927	2554.4890	66644.7933	2736.9525	71405.1357
	5	38.0729	2665.1030	69530.6336	2855.4675	74497.1074
16	1	34.4105	2408.7350	62842.1756	2580.7875	67330.9024
	2	35.4347	2480.4290	64712.6208	2657.6025	69334.9509
	3	36.4927	2554.4890	66644.7933	2736.9525	71405.1357
	4	37.5870	2631.0970	68643.4413	2819.0325	73546.5443
	5	39.2194	2745.3580	71624.4292	2941.4550	76740.4599

January 2026 Salary Schedule 2%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
17	1	35.4347	2480.4290	64712.6208	2657.6025	69334.9509
	2	36.4927	2554.4890	66644.7933	2736.9525	71405.1357
	3	37.5870	2631.0970	68643.4413	2819.0325	73546.5443
	4	38.7174	2710.2250	70707.8343	2903.8125	75758.3939
	5	40.4037	2828.2590	73787.2571	3030.2775	79057.7754
18	1	37.6970	2638.7970	68844.3288	2827.2825	73761.7809
	2	38.8269	2717.8830	70907.6261	2912.0175	75972.4565
	3	39.9951	2799.6570	73041.0513	2999.6325	78258.2693
	4	41.2014	2884.0980	75244.0567	3090.1050	80618.6322
	5	43.0132	3010.9240	78552.8565	3225.9900	84163.7748
19	1	40.0678	2804.7390	73173.6371	3005.0775	78400.3254
	2	41.2727	2889.0960	75374.4510	3095.4600	80758.3403
	3	42.5176	2976.2320	77647.7670	3188.8200	83194.0360
	4	43.8084	3066.5880	80005.0905	3285.6300	85719.7398
	5	45.7622	3203.3540	83573.2177	3432.1650	89542.7333
20	1	41.2727	2889.0960	75374.4510	3095.4600	80758.3403
	2	42.5176	2976.2320	77647.7670	3188.8200	83194.0360
	3	43.8084	3066.5880	80005.0905	3285.6300	85719.7398
	4	45.1653	3161.5710	82483.1291	3387.3975	88374.7812
	5	47.1834	3302.8380	86168.6842	3538.7550	92323.5902
21	1	42.5176	2976.2320	77647.7670	3188.8200	83194.0360
	2	43.8084	3066.5880	80005.0905	3285.6300	85719.7398
	3	45.1653	3161.5710	82483.1291	3387.3975	88374.7812
	4	46.5664	3259.6480	85041.8880	3492.4800	91116.3085
	5	48.6522	3405.6610	88851.2628	3648.9225	95197.7816
22	1	43.8084	3066.5880	80005.0905	3285.6300	85719.7398
	2	45.1653	3161.5710	82483.1291	3387.3975	88374.7812
	3	46.5664	3259.6480	85041.8880	3492.4800	91116.3085
	4	48.0150	3361.0500	87687.3937	3601.1250	93950.7790
	5	50.1692	3511.8370	91621.3188	3762.6825	98165.6987
23	1	45.1653	3161.5710	82483.1291	3387.3975	88374.7812
	2	46.5664	3259.6480	85041.8880	3492.4800	91116.3085
	3	48.0150	3361.0500	87687.3937	3601.1250	93950.7790
	4	49.5116	3465.8120	90420.5595	3713.3700	96879.1708
	5	51.7379	3621.6530	94486.3398	3880.3425	101235.3641
24	1	46.5664	3259.6480	85041.8880	3492.4800	91116.3085
	2	48.0150	3361.0500	87687.3937	3601.1250	93950.7790
	3	49.5116	3465.8120	90420.5595	3713.3700	96879.1708
	4	51.0577	3574.0390	93244.1246	3829.3275	99904.4192
	5	53.3588	3735.1160	97446.5084	4001.9100	104406.9733

January 2026 Salary Schedule 2%						
Pay		Hourly	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary
Range			(70 hours)	(70 hours)	(75 hours)	(75 hours)
25	1	48.0150	3361.0500	87687.3937	3601.1250	93950.7790
	2	49.5116	3465.8120	90420.5595	3713.3700	96879.1708
	3	51.0577	3574.0390	93244.1246	3829.3275	99904.4192
	4	52.6558	3685.9130	96162.8373	3949.1925	103031.6114
	5	55.0332	3852.3240	100504.3814	4127.4900	107683.2658
26	1	49.5116	3465.8120	90420.5595	3713.3700	96879.1708
	2	51.0577	3574.0390	93244.1246	3829.3275	99904.4192
	3	52.6558	3685.9130	96162.8373	3949.1925	103031.6114
	4	54.3078	3801.5530	99179.8023	4073.0925	106264.0739
	5	56.7642	3973.4940	103665.6202	4257.3150	111070.3073
27	1	51.0577	3574.0390	93244.1246	3829.3275	99904.4192
	2	52.6558	3685.9130	96162.8373	3949.1925	103031.6114
	3	54.3078	3801.5530	99179.8023	4073.0925	106264.0739
	4	56.0141	3920.9870	102295.7501	4201.0575	109602.5894
	5	58.5523	4098.6610	106931.1378	4391.4225	114569.0762
28	1	52.6558	3685.9130	96162.8373	3949.1925	103031.6114
	2	54.3078	3801.5530	99179.8023	4073.0925	106264.0739
	3	56.0141	3920.9870	102295.7501	4201.0575	109602.5894
	4	57.7773	4044.4180	105515.9767	4333.3050	113052.8322
	5	60.3999	4227.9930	110305.3173	4529.9925	118184.2686
29	1	54.3078	3801.5530	99179.8023	4073.0925	106264.0739
	2	56.0141	3920.9870	102295.7501	4201.0575	109602.5894
	3	57.7773	4044.4180	105515.9767	4333.3050	113052.8322
	4	59.5997	4171.9790	108843.9521	4469.9775	116618.5201
	5	62.3095	4361.6650	113792.7243	4673.2125	121920.7760
30	1	56.0141	3920.9870	102295.7501	4201.0575	109602.5894
	2	57.7773	4044.4180	105515.9767	4333.3050	113052.8322
	3	59.5997	4171.9790	108843.9521	4469.9775	116618.5201
	4	61.5262	4306.8340	112362.2227	4614.4650	120388.0957
	5	64.2826	4499.7750	117395.9156	4821.1875	125781.3381
31	1	57.7773	4044.4180	105515.9767	4333.3050	113052.8322
	2	59.5997	4171.9790	108843.9521	4469.9775	116618.5201
	3	61.5262	4306.8340	112362.2227	4614.4650	120388.0957
	4	63.5157	4446.0990	115995.5471	4763.6775	124280.9433
	5	66.3631	4645.4100	121195.4287	4977.2250	129852.2450
32	1	59.5997	4171.9790	108843.9521	4469.9775	116618.5201
	2	61.5262	4306.8340	112362.2227	4614.4650	120388.0957
	3	63.5157	4446.0990	115995.5471	4763.6775	124280.9433
	4	65.5704	4589.9350	119748.1256	4917.7875	128301.5631
	5	68.5122	4795.8540	125120.4052	5138.4150	134057.5770

## APPENDIX 2B

### Position Titles, Pay Ranges and Classification Series

**Pay Range 7**

Office Assistant ..... Office Support  
 Client Support Clerk ..... Technical

**Pay Range 9**

Ticket Dispatcher ..... Administration

**Pay Range 11**

Asset and Inventory Clerk ..... Office Support  
 Administrative Assistant ..... Office Support

**Pay Range 14**

Office Administrator ..... Administration

**Pay Range 18**

Service Desk Agent..... Technical  
 Deskside Technician ..... Technical  
 Asset and Inventory Technician ..... Technical  
 ID Admin Technician ..... Technical  
 IMAC Agent ..... Technical  
 Client Support Technician ..... Technical  
 Quality Assurance Tester ..... Technical

**Pay Range 21**

Project Analyst ..... Technical  
 Security Analyst..... Technical  
 Business Analyst..... Technical  
 Reporting Analyst..... Technical  
 Technical Analyst ..... Technical  
 Tier 1.5 Support Analyst..... Technical  
 Jr. Software Developer ..... Technical

**Pay Range 24**

Service Delivery Specialist..... Technical  
 Project Coordinator ..... Technical  
 Technical Development Coordinator ..... Technical  
 Technical Specialist ..... Technical  
 Service Delivery Coordinator ..... Technical  
 Scrum Master..... Technical  
 Software Developer ..... Technical

**Pay Range 27**

Database Systems Software Consultant ..... Technical  
 Partner Consultant ..... Technical  
 Transition Consultant..... Technical  
 Supervisor ..... Technical  
 Senior Technical Specialist ..... Technical  
 Project Manager ..... Technical

**Pay Range 30**

Technical Supervisor ..... Technical  
 Architect ..... Technical

**APPENDIX 2C**  
**Special Employment Program Rates**

Level	Definition	Grid	Steps Used		
			1	2	3
1	<b>Youth Employment Program</b> Students enrolled in full-time studies at an accredited educational institution within the past six months at Grade 12 or below	3	—	X	—
2	<b>Youth Employment Program</b> Students enrolled in full-time studies at an accredited educational institution within the past six months at a post-secondary level.	3	—	—	X
3	<b>Training Program</b> Employees without a post-secondary degree or certificate working in their initial work term.	5	X	—	—
4	<b>Training Program</b> Level 1 employees working in a subsequent work term.  <b>Coop Education Training Program:</b> Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a diploma or Bachelor's degree.	5	—	X	—
5	<b>Information Technology Work Practicum</b> Employees registered in a recognized information technology education program at a participating post-secondary institution with a minimum instructional period of six months and a maximum work practicum period of four months.	6	—	X	—
6	<b>Training Program</b> Employees who have completed a post-secondary degree or certificate (minimum two-year course) classification and are placed into training positions where they are performing work consistent with the education level.  Employees with a degree or certificate who are not performing work consistent with their educational level shall be placed into Level 1.  <b>Coop Education Training Program:</b> Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a post-graduate degree.	11	—	X	—
7	<b>Internship Program</b> Employees who are recent graduates from a university or who have received a college diploma or certificate and who are hired as part of an Internship Program.	13	X	—	—

### **APPENDIX 3**

#### **Short and Long-Term Disability**

#### **Part I - Short-Term Illness and Injury Plan**

##### **1.1 Eligibility**

- (a) Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days' coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed 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 the Employer's business, they shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.2 (Short-Term Plan Benefit).
  - (2) Employer and employee contributions and deductions for Pension and Employment Insurance during the period of absence will comply with statutory requirements.
  - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.
  - (4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.
  - (5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

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

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed 182 days from date of absence (Short-Term Plan Period).
- (b) The 75% benefit may be supplemented by payment of an additional 25% 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) 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) (Short-Term Plan Benefit).

(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) (Short-Term Plan Benefit).

(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 STIIP trial basis for assessment and/or rehabilitation purposes, the Short-Term Plan period shall continue to be as defined in Section 1.2(a) (Short-Term Plan Benefit). 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 on a gradual return to work trial after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.2(a) (Short-Term Plan Benefit), if absence is due to the same illness or injury.

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

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

- (a) a medical practitioner (or nurse practitioner) qualified to practise in the province of BC; or
- (b) where necessary, from a medical practitioner licensed to practise in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above.

Providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six consecutive scheduled days of work;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period;
- (4) where an employee is actively participating in the Early Intervention Program for extended STIIP absence the requirement in (3) above will be waived.

The doctor's (or nurse practitioner's) certificates referenced above are to be provided at the employee's expense. The doctor's (or nurse practitioner's) certificate referenced in 1.4(c)(2) will be reimbursed by the Employer at 50% of the cost to the employee. Where the Employer requires a detailed medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 100% of the cost of the medical assessment.

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

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

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

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

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

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

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

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

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

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting

in the employee being absent from work;

- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

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

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

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

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

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

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

### **1.8 Entitlement**

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

### **1.9 EIC Premium**

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

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

- (a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(c) (Eligibility), 1.1(d), or 1.2 (Short-Term Plan Benefit) shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or

separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

The maximum six-month period identified in Appendix 3, Part 1 (Short-Term Illness and Injury Plan) shall be a maximum seven month period for auxiliary employees who qualify for benefits pursuant to agreement 30.12 (Eligibility Requirements for Benefits).

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

### **2.1 Eligibility**

- (a) (1) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.
- (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 Article 30.12 (Eligibility Requirements for Benefits).
- (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.
- (d) When the Employer fails to provide an employee with the LTD Application Form after the end of the employee's fourth month on STIIP, the Employer will maintain the benefits and wages of the employee until the Plan Carrier has completed their review of the claim at the LTD rate.

### **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 182 days, including periods approved in Sections 1.3(a) and (c) (Recurring Disabilities), 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 (Integration With Other Disability Income) 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 \$2,500 of monthly earnings; and
  - (2) 50% of the monthly earnings above \$2,500.

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

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

disability shall be the day following the last month of the Short-Term Plan period, or an equivalent six-month period.

(c) The long-term disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3 (Total Disability), 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 pension 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 will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension waived by the Employer, except that pension contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### **2.3 Total Disability**

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

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

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

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 26.7(a) (Salary Protection and Downward Reclassification of Position) 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) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages

in rehabilitative employment, the employee may earn in combination with benefits from this Plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

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

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

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

(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) (Long-Term Disability Benefit), the provisions of Section 2.3(c)(1) (Total Disability) 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;
- (d) the employee committing or provoking an assault or committing or attempting to commit a criminal offence;
- (e) the employee undertaking voluntary cosmetic procedures.

## **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 or sickness 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 or sickness with respect to which medical treatment, services or supplies were

received.

## **2.6 Integration With Other Disability Income**

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

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

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

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

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

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

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

- (1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

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

## **2.7 Successive Disabilities**

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.

## **2.8 Cessation of Benefits**

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

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

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

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

## **2.9 Leave of Absence**

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

## **2.10 Benefits Upon Plan Termination**

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

## **2.11 Contributions**

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

## **2.12 Waiver of Contributions**

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



### 2.13 Claims

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

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

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

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

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

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

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

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

### 2.14 Physical Examination

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

(b) Where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed for the cost of the medical assessment upon production of the receipt.

### 2.15 Canadian Currency

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

## **2.16 Administration**

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 (Grievances) and 9 (Arbitration) of the agreement.

## **2.17 Implementation by Regulation**

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

## **2.18 Benefit Level**

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

## **Part III - Joint Advisory Committee**

There shall be a joint advisory committee which shall consist of two representatives appointed by the Employer and two representatives appointed by the Union. The Employer and the Union may each appoint one alternate committee member. The purpose of the Committee shall be to consider and make recommendations to the bargaining Principals on all matters related to the effective administration of the Short-Term Illness and Injury and Long-Term Disability Plans and to consider and make recommendations to the bargaining Principals on any questions which may arise related to interpretation or application of the wording of Appendix 3 (Short and Long-Term Disability). 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) (Total Disability) of the Long-Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment. An employee who fails to:
  - (1) make themselves reasonably available and cooperate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee principles;
  - (2) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

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

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

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

- (1) if the application is properly before the Committee;
- (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
- (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
- (4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Employer to return the incapacitated employee to work considering the following accommodations:
  - (i) modification of the duties of the employee's job;
  - (ii) flexibility in scheduling hours of work within existing hours of operation;
  - (iii) provision of technical or mechanical aids.
- (5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 (Layoff and Recall) of the agreement excluding displacement options pursuant to Article 13.3 (Layoff).

(e) Where an employee has a physical occupational illness or injury, the Employer will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 3 (Short and Long-Term Disability).

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

#### **APPENDIX 4**

##### **Gender Transition Policy**

The Union and Employer agree to the following gender transition policy to cover transgender employees at work.

- (a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended where possible. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be disclosed unless required by law.

**INFORMATION APPENDIX I****Re: Advance Payment of Group Life Benefits**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Article 25.4 (Group Life) are as follows:

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

**INFORMATION APPENDIX II****Re: Flexible Work Arrangements Policy****1. PURPOSE**

The objective of this policy is to provide parameters and guidance regarding flexible working arrangements, specifically telework and job sharing. Additional flexible work arrangements such as flextime, modified workweek and deferred salary leave are available as detailed in relevant guidelines and collective agreements.

**2. GOAL**

This policy supports the goal of a flexible and motivated work environment.

**3. APPLICATION AND SCOPE**

This policy applies to bargaining unit employees employed by ISM Canada.

**4. PRINCIPLES**

The Employer is committed to flexible work arrangements that are advantageous to both the Employer and employees. It supports collaborative and participative processes that encourage flexibility, innovation, work/life balance and the enhancement of productivity and organizational success.

**5. MANDATORY REQUIREMENTS****5.1 General**

Flexible work arrangements are not appropriate for all employees. They are neither an obligation nor a right. Participation in flexible work arrangements is voluntary and is not a condition of employment.

## 5.2 Telework

### Definitions

- (1) "*Telework*" is the scheduled performance of work during regular working hours by an employee from a teleworkplace.
  - (2) "*Official workplace*" is the location where the employee would ordinarily work if there were no telework situation. In a teleworking situation, the employee's official workplace continues to be the official workplace business address.
  - (3) "*Teleworkplace*" is usually the employee's home or the location at which the employee and the Employer have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the Employer.
  - (4) "*Employer initiated telework*" where the Employer is requiring the employee to telework.
  - (5) "*Employee initiated telework*" where the employee is requesting the opportunity to telework.
- (a) Telework is a working arrangement where employees work away from their official workplace for a portion of their regular workweek. Either the employee or the Employer may initiate flexible work arrangements.
- (b) *Telework Arrangements*

Prior to approving a telework agreement, managers are to:

- (1) determine that the telework arrangement will meet the provisions of this policy and relevant collective agreements (if applicable);
  - (2) establish that teleworking is operationally feasible and it makes sense, from an operational perspective, to have the work done at the teleworkplace;
  - (3) ensure that services and/or productivity are maintained or improved;
  - (4) determine that no additional net costs will be generated and upfront costs can be recouped over a reasonable period;
  - (5) establish that the teleworkplace meets all requirements of WCB Industrial Health and Safety Regulations; and,
  - (6) Include an inventory of all assets provided by the Employer and ensure it is updated as required. Telework equipment, supplies and furniture remain the property of the Employer and must be returned if the telework arrangement or employment is terminated.
- (c) Telework may be initiated by either the employee or the Employer. Participation in any telework arrangement shall be by mutual agreement.
- (d) A telework arrangement may be terminated by either the employee or the Employer providing 30 days' written notice to the other party.
- (e) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.

- (f) Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.
- (g) A person who would not otherwise be an employee of the Employer will not become one because they are doing work for the Employer from an off-site location.
- (h) No employee shall telework more than three days a week without mutual consent of all parties.
- (i) Details of the telework arrangement are to be recorded in an agreement signed by the employee and excluded manager prior to telework commencing. A copy of this agreement will be provided to the Union.
- (j) The Employer is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the Telework Agreement. Such equipment and supplies shall remain the property of the Employer and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.
- (k) ISM Canada agrees to pay the costs of the phone (where applicable and required) for employer initiated telework agreements. Employee initiated telework agreements do not qualify for internet service or phone reimbursement.
- (l) The employee is responsible to:
  - (1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;
  - (2) in consultation with the local Occupational Health and Safety Committee or Union and employer designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;
  - (3) ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work;
  - (4) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;
  - (5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.
  - (6) maintain the teleworkplace (such as homeowner or tenant insurance, heat and hydro);
  - (7) provide dedicated office space for use during teleworking days and maintain the office space in a clean, professional and safe condition;
  - (8) allow joint teleworkplace visits by employer personnel and union representatives (including local Occupational Health and Safety Committee members), upon reasonable notice;
  - (9) secure and protect the property, documents and information belonging to the Employer. Employees will not be liable for loss or damage to such property or information except where the employee has failed to take reasonable precautions to secure it, or where the loss or damage is the result of a wilful act by the employee or a member of their family;

(10) follow safe work practices and ensure prompt notification to appropriate personnel of any job-related accidents that occur at the teleworkplace; and,

(11) ensure that any meetings with clients are not held in the employee's teleworkplace.

### **5.3 Job Sharing**

Job Share is an arrangement between two employees (partners) who perform the duties of a position previously performed by one full-time employee. Job Share situations are not promotional opportunities; therefore half of a job share cannot be posted or advertised as a promotional opportunity.

Partners in a job share proposal must both be qualified for the position and at the same level, or a higher classification than the position to be shared. The partners are appointed to and paid at the classification level of the shared position.

Job Share arrangements are at the discretion of the excluded manager responsible for the position. Job Share arrangements can be considered where one of the partners proposing the job share already occupies the full-time position under consideration, or where two partners propose to share a vacant position that is at a classification level that is the same or lower than the partners' current positions.

Job Share arrangements may be approved on a trial basis for a three-month period to enable all the parties to assess whether the job share arrangement is suitable.

#### **Initiation of Job Share Arrangements**

Job Sharing proposals must be submitted in writing to the excluded manager for approval and must include the following:

- identification of the partners and the position to be shared, including classification levels;
- a written statement signed by both partners requesting part-time employment to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partners;
- a description of how job duties and responsibilities will be shared and workload priorities determined on an ongoing basis;
- a proposal on how extended absences may be covered;
- details on arrangements to communicate necessary information to each other, clients, colleagues and the supervisor; and
- preferred start date and work schedules (subject to relevant collective agreements, if applicable).

If approved, the job share proposal is confirmed in writing and becomes the job share agreement. The job sharing partners are then appointed as part-time employees and are subject to the applicable policies (e.g. Recruitment, Selection and Appointment, Lateral Transfer and Demotion). Benefits are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the partner works; some benefits are paid in full to both partners.

The appointment letter should address the terms and conditions of employment and the agreed to terms of the job share arrangement. If ISM Canada intends to increase either partner's hours of work due to operational requirements or as the result of the extended absence of the other partner, it must be stated in the appointment letter.

Acceptance of the appointment must be in writing.

**Changes to Job Share Arrangements**

Changes to job share arrangements may be initiated by either the Employer or the employee. All changes must be in writing and approved by the responsible excluded manager.

If the appointment letter states that the employee's hours may be increased, this is not meant to be a permanent change in hours unless requested by the employee and approved by the excluded manager, nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion. Partners will give as much notice as possible of an extended absence or change to a job share arrangement so the supervisor can give adequate notice before increasing a partner's hours of work.

**Termination of Job Share Arrangements**

The job share arrangement may be terminated, in writing, by either the Employer or the employee.

The Employer may terminate a job sharing arrangement for bona fide operational reasons.

**If the Employer terminates the job sharing agreement:**

- it is the Employer's responsibility to find part-time work for employees who do not wish regular full-time work. This may include a new job share arrangement if there is a suitable vacant position and the supervisor/manager of that position agrees.

**If either partner terminates the job share arrangement:**

- the remaining partner may request to fill the position full-time;
- the remaining partner may find another job share partner (through solicitation of interest or the Job Share Registry) and develop a new job share proposal for approval by the excluded manager;
- the excluded manager has the option of creating two part-time positions and posting one of them (half a job share cannot be posted as a promotional opportunity). In this case, the manager would not have the ability to increase the remaining part-time employee's hours to cover extended absences without the employee's agreement; and
- the Employer will endeavour to find a suitable position for the remaining job sharing partner; however, the onus is on the remaining employee to find alternative employment.

**MEMORANDUM OF UNDERSTANDING 1**  
**Board and Lodging and Relocation Expenses**

**Definitions**

For the purpose of these regulations:

"stationary employees" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;



"*mobile employees*" are those that occupy positions requiring assignment to a "*temporary*" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

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

"*seasonal field employees*" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

"*local hire*" is a person who is hired or is domiciled within 80 kilometres of the job site by means of the shortest road route;

"*travel status*" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on government employer business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"*headquarters or geographic location*" is that area within a radius of 32 kilometres where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

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

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

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

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

## **Part I - Board and Lodging Regulations**

### **1.1 Board and Lodging Allowances**

#### **(a) Local Hire:**

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the persons to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) *Employees at Their Headquarters:*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "*stationary*" or "*seasonal field*" employees while at their permanent headquarters, except as specifically authorized by the Public Service Agreement or any component agreement.

(c) *Travel Status:*

The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement.

(1) "*stationary*" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis;

(2) "*mobile*" employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarters to another, and for a period up to 30 days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;

(3) "*seasonal field*" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of 30 days at one location on a continuous basis, or, who are moving from one assigned temporary headquarters to another, for a period up to 30 days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;

(4) Notwithstanding any provisions contained in (c)(1), (2), or (3) above, travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) *Board and Lodging:*

The following class of employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the Employer in either employer-operated camps or by means of local community services:

(1) "*stationary*" employees assigned to a temporary headquarters;

(2) "*mobile*" employees assigned to a temporary headquarters;

(3) "*seasonal field*" employees assigned to a temporary headquarters.

(e) *Per Diem Living Allowance:*

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

(1) Where employees would otherwise be entitled to travel status under Subsection (c) or board and lodging supplied under (d) above, employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible

to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will be \$36.50; effective April 1, 2016 - \$38.50; and effective April 1, 2018 - \$40.50 per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short-term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this section, the per diem allowances will not be payable during the following periods:

- (i) non-approved unpaid absences from the job including abutting weekends;
- (ii) unpaid WCB leave and unpaid absence due to illness or injury in excess of five days, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or 20 days, whichever is the lesser;
- (iii) while on educational leave with or without pay;
- (iv) termination pay for vacation and pre-retirement leave upon retirement;
- (v) While employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that 50% of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, 50% of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld:

- (i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;
- (ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day off the job, and will end the day before the employee's return to work;
- (iii) where employees are on leave with pay for union business;
- (iv) where employees are in receipt of STIIP in excess of five consecutive days, on approved WCB leave with pay in excess of five consecutive days or on other approved

leaves of absence with or without pay for periods in excess of five consecutive days.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this section, then no per diem allowance is payable.

(6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.

(7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

## **1.2 Moving of Trailers and Household Effects**

It is understood and agreed that it is necessary for some "*mobile*", "*seasonal field*", and "*stationary*" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one vehicle, and/or household effects.

## **1.3 Type of Accommodation**

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

## **Part II - Relocation Expenses**

### **2.1 Policy**

(a) *Relocation expenses will apply:*

(1) to regular employees and to auxiliary employees who qualify pursuant to Article 30.2 who have to move from one headquarters or geographic location to another after completing their probation period and after winning an internal competition where the position is permanently located at another headquarters or geographic location;

(2) to employees who have to move from one headquarters or geographic location to

another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under board and lodging will apply to the following groups of employees who will not be considered to be on relocation:

(1) To field status, mobile and other employees who's normal duties require moves from one temporary headquarters to another or from one temporary assignment to another;

(2) To field status, mobile and other employees who are successful applicants for posted positions, where such positions are not permanently located at one headquarters or one geographic location, such as is the usual case with field crew positions;

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

## **2.2 Travel Expenses on Relocation**

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

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with the collective agreement and employer policy, where applicable.

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

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

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependants, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current Travel Expenses as referenced in (a) above.

<i>Meals:</i>	Adults - full rate
	Children 12 and under - one-half rate
	Motel or Hotel - on production of receipts

<i>Private lodging:</i>	at old or new location - current rate
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(c) Where dependants of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3 (Living Expenses Upon Relocation at New Location), the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven days.

The above allowances will be in accordance with the current Travel Expenses.

### 2.3 Living Expenses Upon Relocation at New Location

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

- (a) the Employer shall pay an employee not accompanied by dependants at the new location, a living allowance of \$20 per day up to a maximum of 30 days; or
- (b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of \$25 per day up to maximum of 60 days;
- (c) where an employee is receiving the payment in (a) above and is later joined by their dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

### 2.4 Moving of Household Effects and Chattels

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

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$50,000;
- (c) where necessary, insured storage up to two months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
  - (1) \$450 for a move not exceeding a distance of 240 kilometres;
  - (2) \$750 for a move which exceeds a distance of 240 kilometres;
  - (3) \$200 where the employee is entitled to receive the amount pursuant to Section 2.7(d) (Incidental Expenses on Relocation).
- (f) where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

### 2.5 Moving of Mobile Homes

- (a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the Employer in either of the following circumstances:
  - (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available; or
  - (2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.
- (b) Where an employee's mobile home is moved by the Employer under this section then the

Employer shall also arrange and pay for the following:

- (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
    - (i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or
    - (ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$4,000;
  - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$50,000;
  - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of \$500 upon production of receipts;
  - (4) the packing and unpacking of the employee's household effects and chattels if required.
- (c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of \$2,000 upon production of receipts.
- (d) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 (Moving of Household Effects and Chattels) and 2.10 (Real Estate and Legal Fees).

## **2.6 Moving of Personal Vehicles Upon Relocation**

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

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

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

## **2.7 Incidental Expenses on Relocation**

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

- (a) when an employee purchases a private dwelling house in the new location - \$550;
- (b) when the employee is moving to rental accommodation in the new location - \$250;
- (c) when an employee is moving with a mobile home - \$175;
- (d) when the employee is moving to room and board - \$125.

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

## **2.8 Notice to Employee Upon Relocation**

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

## **2.9 Requested Relocation by Employee**

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

## **2.10 Real Estate and Legal Fees**

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

- (a) Reimbursement of fees to a maximum of \$7,500, charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim \$1,000.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
  - 1% of the first \$40,000 of the purchase price;
  - one-half of 1% of any amount of the purchase price above \$40,000;
  - the total cost to the Employer under Part (c) shall not exceed \$900.
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

## **Part III**

Where a regular employee is required to relocate:

- (a) as a result of the Employer moving its operation from one geographic location to another (see agreement Article 12.12 [Relocations]);
- (b) as a result of accepting a placement pursuant to Article 13 (Layoff and Recall), provided the employee is in receipt of layoff notice;



(c) as a result of a placement pursuant to Article 34 (Limited Employment); the employee will be entitled to the following reimbursements in addition to the provisions of MOU 1 Part I, upon production of receipts:

- (1) real estate commission fees not to exceed \$15,000. Where a claim is made under this section, there shall be no entitlement to MOU 1 Part I, 2.10(a);
- (2) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed \$100 and mortgage pre-payment penalty, if any;
- (3) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;
- (4) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

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

### **MEMORANDUM OF UNDERSTANDING 2** **Union/Management Joint Training**

In keeping with the intent of building constructive union-management relations the parties agree to jointly develop a one- day training program to be delivered to both steward and manager Step 2 designates. The program will be developed by staff of the Union and the Employer during the term of this agreement, to be completed on a date to be determined by the Joint Committee.

The purpose of this training program is to develop an:

- appreciation of the other party's rights, roles and responsibilities in the workplace;
- understanding and application of the principles of problem solving;
- understanding and applying the basic principles of labour relations;
- understanding and applying basic elements of effective communication.

The training shall be carried out jointly, at the local level, by teams of qualified union and employer representatives. Instructors shall receive appropriate training as agreed to by the parties.

Once the number of instructors has been established by the parties, union instructors shall be selected by the Union.

Union and management instructors who are members of the bargaining unit attending or delivering the training, including necessary travel time, will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

Stewards who attend training will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Union.

### **MEMORANDUM OF UNDERSTANDING 3** **Priority Placement and Employment Equity**

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

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

Some examples of typical barriers are:

- discriminatory attitudes or behaviour such as bias, stereotyping and harassment by co-workers, supervisors and managers;
- failure to appreciate cultural differences because of a lack of familiarity with the cultural values of the designated groups or the group's lack of familiarity with the cultural values of the ISM Canada;
- 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 ISM Canada may use remedial measures such as:

- providing career counselling, mentorship programs, internship training opportunities or other developmental opportunities to employees;
- outreach recruitment encouraging members of designated groups to apply for jobs in ISM Canada, 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 objectives of the ISM Canada Policy, and the Director, Human Resources or their designate may, after consulting with the President of the B.C. General Employees' Union or their designate, in respect to a vacancy or class of vacancies in the bargaining unit, identify that applicants to a posting be:

- (a) limited to employees covered by Article 12.9 (Education Training and Subcommittee), 13.2 (Workforce Adjustment - Placement Activities), 13.3 (Layoff) and Article 34 (Limited Employment);
- (b) limited to employees to encourage career development and advancement;
- (c) limited to employees of a stated occupational group, position level or organizational unit;
- (d) limited to employees in a stated geographical area or locale.

Where the application of remedial measures outlined above do not meet the objectives of the ISM Canada

Policy, and the Director, Human Resources, or their designate, and the President of the B.C. General Employees' Union or their designate may mutually agree to limit or give preference in a manner intended to achieve employment equity objectives.

#### **MEMORANDUM OF UNDERSTANDING 4**

##### **Illness and Injury Prevention**

The parties share a desire to minimize health risks and improve absenteeism rates due to illness and injury and agree to jointly explore programs and processes to obtain that goal. Therefore, the Joint Advisory Committee established pursuant to Appendix 3, Part III (Joint Advisory Committee), shall:

- (a) review and make recommendations to the bargaining Principals regarding workplaces where implementation of a program modelled on the Employee Assistance and Health Promotion Program or other similar programs, may be reasonably expected to have a positive impact on employee health and absenteeism rates; and
- (b) review and make recommendations to the bargaining Principals regarding establishment or modification of musculoskeletal injury prevention programs in areas where the incidence of such injury warrants further prevention activity.
- (c) review and make recommendations to the bargaining Principals on an earlier and consistently applied adjudication of benefits during the STIIP period by the LTD benefit carrier under a mutually agreed plan.

The Joint Advisory Committee shall consult with the Joint Occupational Health and Safety Committee, the Rehabilitation Committee and/or Joint Committees, as appropriate.

#### **MEMORANDUM OF UNDERSTANDING 5**

##### **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.

- (a) There shall be no increased cost to the Employer, including but not limited to premiums or penalties attributed to going on or coming off the temporary full-time work schedule.
- (b) 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.
- (c) 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.
- (d) 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 the Employer's responsibility.
- (e) 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 3 (Short and Long-Term Disability),

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.

**MEMORANDUM OF UNDERSTANDING 6**  
**The Application of Agreement Article 13.3(f)(3)&(4) (Layoff and Recall)**  
**and Agreement Article 19 (Short Term Illness and Injury Plan)**

Regular employees who have opted for auxiliary recall and who are unable to work on recall or during the recall period due to illness or injury will be covered by Appendix 3 Part 1 STIIP, provided:

1. They meet all the conditions of the Plan, and
2. No other employee aside from the regular incumbent is in receipt of STIIP in respect of that work.

Notwithstanding Appendix 3, the extent of the STIIP benefit only covers the period of lost work opportunity.

**MEMORANDUM OF UNDERSTANDING 7**  
**Cross Training**

The Employer will support cross training for employees within a Service Delivery Unit and within the same classification. The factors for selection are: operational requirements, satisfactory performance, personal investment of time for skill development (cross training will occur on company time) and seniority.

Employees will submit cross training requests to their Manager, which will be captured in the My Contributions process along with other development activities. Employees may select multiple areas in which they wish to be cross trained. Requests will be approved in order of operational requirements being met and seniority.

A quarterly summary of cross training requests and cross training completed by employees shall be sent for review and/or recommendations to the subcommittee referenced in 12.9 (Education Training and Subcommittee).

Notwithstanding the above, cross training may occur when operational requirements dictate a need based on reduced utilization. When multiple employees are affected selection will be offered based on the factors outlined above.

This program will be piloted for the duration of this collective agreement ending December 31, 2023.

**MEMORANDUM OF UNDERSTANDING 8**  
**Positive Proactive Communication**

The Employer recognizes the importance of communication between their employees and management and that this communication should flow both ways for an effective employment relationship.

The Employer commits to ensuring that operational decisions and policy changes that affect employees will be communicated to those employees in writing in a comprehensive and timely manner, with a goal

of being proactive.

The Employer also commits to ensuring that when employees come forward to communicate innovative ideas or concerns in writing to management that management will openly receive that information in a respectful manner and provide feedback or a response in writing in a timely manner.

The Employer will provide an electronic bulletin board for general communications with employees.

#### **MEMORANDUM OF UNDERSTANDING 9** **Mental Health Initiatives**

Both parties have a shared interest to ensure the well being of ISM employee's mental health, the parties agree the following initiatives to be undertaken:

1. ISM to set expectation for managers to have more frequent employee check-ins informal chats not documented within 60 days of ratification.
2. ISM to send communication to employees of the BC Operation to encourage positive messages/commendations from clients, peer to peer recognition, solicit positive feedback from employees and employer within 60 days of ratification.
3. Provide Mental Health First Aid Certification to some ISM leaders (pilot) and assess whether it's useful to broaden participation.
4. ISM to communicate mental health options and create a package for mental health options (Developed at JUM) available to employees within 120 days of ratification.
5. ISM to review and communicate a mechanism to the employees of the BC Operation to encourage the sharing of suggestions, innovations, and ideas within 90 days of ratification. Advertise the Continuous Improvement slack channel.
6. Review workload distribution process associated with the Service Desk and SDS Service Desk support functions within 60 days of ratification and gather feedback thru JUM.
7. ISM to set expectations with managers to foster a supportive environment and culture when employees are incapable of working due to illness (e.g. mental health) within 60 days of ratification.

The parties may refer additional mental health initiatives and strategies to JUM for discussion and potential action. The action items noted above were completed during the term of the seventh Collective Bargaining Agreement. This Memorandum of Understanding expires March 31, 2027.

#### **MEMORANDUM OF UNDERSTANDING 10** **Exploring Alternative Service Desk Shift Schedules**

Both parties have a shared interest in supporting ISM employees' desire for flexible work arrangements while still meeting the operational and competitive needs of the organization:

The parties agree to establish a subcommittee that will:

1. Explore the following shift schedule alternatives with the goal of providing increased flexibility to employees working at the Service Desk while still meeting the organization's operational requirements:
  - a. Additional schedules that are in compliance with Clause 14.3 (d) (Local Joint Process for Work Schedules) and the EDO agreement.
  - b. A schedule whereby an EDO is split across multiple, consistent afternoons (e.g.: an employee might take every Thursday afternoon off).
  - c. A schedule whereby an employee might leave a couple of hours early on two particular days every week (e.g.: an employee might leave 1.88 hours early every Wednesday & Thursday).
  - d. Other alternatives not yet contemplated above.
2. The Committee will examine the call volumes, patterns and resource requirements and contrast that with potential flexible working arrangement alternatives (as outlined above) to make a recommendation to the JUM Committee.
3. If the parties identify shift schedule alternatives that meet both parties' requirements and come to an agreement, the new shift schedules will be implemented utilizing the shift bid process already outlined in Article 14 (Hours of Work).
4. The Committee will consist of two representatives from the Employer and two representatives from the BCGEU. The Committee members will be nominated within 60 days of ratification.

This Memorandum of Understanding expires upon transition of Service Desk Services to an alternative provider that is anticipated to occur in 2024.

### **LETTER OF UNDERSTANDING 1** **Supplemental Unemployment Benefit Plan**

#### **A. Supplemental Unemployment Benefit Plan - Maternity Leave**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to BCGEU agreement Article 21.1 (Maternity Leave).
2. The maximum number of weeks for which SUB Plan benefits are payable is 15 weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Human Resources Development Canada of any changes in the plan within 30 days of the effective date of the change.

6. 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.

**B. Supplemental Unemployment Benefit Plan - Parental Leave**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to Article 21.2 (Parental Leave).
2. The maximum number of weeks for which SUB Plan benefits are payable is 35 weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Human Resources Development Canada of any changes in the plan within 30 days of the effective date of the change.
6. 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.

**LETTER OF UNDERSTANDING 2**  
**Attracting Work to British Columbia**

The purpose of this letter is to record the understanding of the parties concerning work which ISM Canada may be able to contract to be performed by ISM Canada bargaining unit employees in BC.

ISM Canada has advised the BCGEU that they intend to try to contract work from its existing customers or new customers and may include work from IBM Canada Ltd. which ISM Canada would perform in BC using ISM Canada bargaining unit employees in BC.

The BCGEU has been advised that some of ISM Canada's customers (and potential customers) have made it clear to ISM Canada that they will not contract with ISM Canada if the result was that these customers would in any way be hindered in the event that they chose to have the work done elsewhere for any reason.

The BCGEU acknowledges that securing additional work for the BCGEU bargaining unit employees would be beneficial for their members, therefore the BCGEU has agreed, without limiting the generality of the foregoing, that in the event ISM Canada is able to secure additional work from IBM Canada Ltd. or others customers, and then for any reason or at any time the work is withdrawn from ISM Canada in British Columbia, that it will not make a claim in respect of the actual or announced withdrawal of the said work pursuant to Section 35 or 38 or any other section of the *Labour Relations Code*.

Either party, with 120 days' notice can rescind this letter of understanding.

In the event that there is a conflict between this letter of understanding and the collective agreement,

the collective agreement shall take precedence over this letter of understanding.

**LETTER OF UNDERSTANDING 3**  
**Municipal Holidays**

The parties agree that in those locations where a municipal holiday has been declared before January 6, 2012 and where an ISM Canada employee is working in that location and has been observing that holiday, that employee shall be allowed to continue to observe that municipal holiday with pay, so long as they remain an employee of ISM Canada, they remain working at that location, and the municipality continues to observe that municipal holiday.

**LETTER OF UNDERSTANDING 4**  
**The Assignment of Work**

The parties agree that the following considerations will guide the Employer when assigning or reassigning work to employees at locations within a 32-kilometre radius of the employee's work location:

- Employee skills
- Employee availability
- Employee preference
- Customer requirements
- Customer satisfaction

It is understood that the above considerations shall be considered equitably. Moreover, the Employer agrees that any such work assignments as described in this letter of understanding will be carried out in a manner which is not arbitrary, discriminatory or in bad faith.

**LETTER OF UNDERSTANDING 5**  
**Renewal of Customer Contract(s)**

(a) The purpose of this letter is to record the understanding of the parties concerning the renewal of the customer contracts which ISM Canada fulfils (either directly or indirectly via its shareholder IBM Canada) and which may or may not be renewed with either ISM Canada or IBM Canada/Kyndryl.

(b) If, in the event of the loss of the commercial agreements described above, an ISM Canada employee accepts a job offer from either "*the customer*" or from "*the new supplier*" (both of these terms in quotations mean: the company/organization with the successful bid on the RFP/RFP's) and;

1. the offer includes the recognition of ISM Canada:
  - (i) Service and seniority;
  - (ii) Successorship to the ISM collective agreement or coverage under a comparable (in terms of wages for the same classifications, vacation, benefits, pension and non-monetary provisions etc.) collective agreement; and
  - (iii) Continuous employment with a comparable FTE, classification and wage rate in their geographic location.



Such employee will not be eligible for any severance payment under Article 13 (Layoff and Recall) of the collective bargaining agreement between ISM Canada and the BCGEU; or

2. the offer does not include the recognition of ISM Canada service and seniority and/or the criteria detailed in (d)(1) above, such an employee will be eligible for severance payment under Article 13 (Layoff and Recall) of the collective bargaining agreement between ISM Canada and the BCGEU, if the employee meets the eligibility for severance under Article 13 (Layoff and Recall).

(e) If, in the event of the loss of the commercial agreements described above, an ISM Canada employee is offered a job from either the customer or from the new supplier and the offer includes the recognition of ISM Canada service and seniority and provisions of (d)(1) above and such employee declines such offer, the employee will not be eligible for any severance payment under Article 13 (Layoff and Recall) of the collective bargaining agreement between ISM Canada and the BCGEU

#### **LETTER OF UNDERSTANDING 6**

##### **Agreed to List of Arbitrators and Umpires**

As stipulated in the collective agreement, Clause 9.3 (c) (Assignment of a Single Arbitrator), the parties mutually agree to the Arbitrators listed below:

- Chris Sullivan
- Ken Saunders
- Wayne Moore

Further the parties are in agreement to the following for Hours of Work Umpire decisions:

- Chris Sullivan
- Julie Nichols
- Bob Pেকেles

In the event that none of the above listed individuals are not available, the parties shall mutually agree on an alternate.