

**AGREEMENT**

**between the**

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

**and the**

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION (COPE)  
LOCAL 378**

**Effective from April 1, 2012 to March 31, 2014**

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## AGREEMENT

This Collective Agreement entered into this 19<sup>th</sup> Day of September, 2012.

BETWEEN: **B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
(hereinafter referred to as the "BCGEU")

PARTY OF THE FIRST PART

AND: **CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**  
(hereinafter referred to as the "UNION")

PARTY OF THE SECOND PART

## DEFINITIONS

For the purpose of this Agreement:

1. "basic pay" - means the rate of pay negotiated by the Parties to this Agreement, including add-to-pay resulting from salary protection.
2. "child" - A child is as defined in the *Income Tax Act* -- Child Tax Credit. "Child" shall also include a ward of the Superintendent of Family and Child Services, or a dependent child of a spouse or common-law spouse provided the ward or dependent child resides with the employee.
3. "employee" - means a member of the bargaining unit and includes:
  - (a) *regular employee* - A regular employee is one who is employed on a continuous full-time basis and who works the regular hours of work per week or is one who is employed on a continuous part-time basis and who normally works no less than 16 hours per week.
  - (b) *temporary employee* - A temporary employee is one who is employed on a temporary or on call basis, is so informed at time of hiring and includes positions created to carry out special projects or work which is not continuous; positions created to cover employees on vacation, sick leave or other leave; other such temporary positions as may be necessary to cover varying workload requirements.
4. "green circling" - means salary protection when an employee's position has been reclassified downward and they retain their current wage rate and eligibility for all future general wage increases.
5. "lateral transfer" - means the transfer of an employee from one BCGEU office to another BCGEU office with no change in classification. For the purposes of this definition, BCGEU offices are the 12 Layoff and Recall Units listed in clause 18.10. This definition does not preclude employees at BCGEU Headquarters from requesting reassignment.
6. "leave of absence with pay" - means to be absent from duty with permission and with pay.
7. "leave of absence without pay" - means to be absent from duty with permission but without pay.
8. "promotion" - means a change from an employee's position to one with a higher maximum basic pay.
9. "voluntary demotion" - means a change from an employee's position to one in a lower classification where the change is undertaken with the agreement of the employee.

10. "taxation year" – means the year of employment income as defined under *Income Tax Act Section 5(1)* which states that "a taxpayer's income for a taxation year from an office or employment is the salary, wages and other remuneration, including gratuities, received by the taxpayer in the year".

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

(a) The purpose of this Agreement is to maintain a harmonious relationship between the BCGEU and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time and to promote the mutual interest of the BCGEU and its employees; to promote and maintain such conditions of employment.

(b) Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

### 1.2 Labour Relations Environment

The BCGEU acknowledges its responsibility to inspire, create, promote, encourage and maintain a positive, constructive, meaningful labour relations environment for all employees covered by this Agreement.

By the same token, it is the responsibility of the Union, its representatives and the employees covered by this Agreement to cooperate and otherwise assist the BCGEU with its endeavours in this regard.

### 1.3 Gender/Singular and Plural

For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as meaning the plural or masculine unless the context or parties require otherwise.

### 1.4 Human Rights Code

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

### 1.5 Headings

The headings and subheadings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

### 1.6 Future Legislation

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

### 1.7 Management Rights and Responsibilities

Except as otherwise specifically provided in this Agreement, all rights and function of management including, without limiting the generality of the foregoing, the management and direction of employees remain solely and exclusively with the BCGEU.

## **ARTICLE 2 - BARGAINING UNIT AND RECOGNITION**

### **2.1 Recognition**

The BCGEU recognizes the Canadian Office and Professional Employees Union, Local 378, as the sole bargaining authority for all office and clerical employees to whom the certification issued by the Labour Relations Board applies. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the BCGEU.

### **2.2 Union Representatives**

- (a) The BCGEU shall recognize the representative(s) selected by the Union for purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive representative(s) of all employees within the bargaining unit as defined in clause 2.1 of this Agreement.
- (b) The representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union shall obtain authorization from the BCGEU as to appropriate time for such contact before meeting the employees.

### **2.3 Union Insignia**

- (a) All members shall be required to use their Union Label.
- (b) The Union Label shall be made available to the BCGEU. The privilege of using the Union Label shall be extended to the BCGEU as long as this Agreement remains in full force and effect and the BCGEU is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Canadian Office and Professional Employees Union of Local 378 and shall remain the sole property of the Union.

### **2.4 No Other Agreement**

The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

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

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a picket line. The Union shall notify the BCGEU as soon as possible of the existence of such picket lines.

### **2.6 No Discrimination for Union Activity**

There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

### **2.7 No Strike or Lockout**

During the life of this Agreement, there shall be no lockout by the BCGEU or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

### **2.8 Bulletin Board**

- (a) The BCGEU shall provide bulletin board facilities for the exclusive use of COPE 378 members at Headquarters and all Area Offices.
- (b) The BCGEU will also provide an electronic bulletin board for exclusive use of COPE 378. The use of the bulletin board shall be restricted to the business affairs of COPE 378.

## **2.9 Recognition of Rights of Stewards**

- (a) The BCGEU shall recognize the steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such steward(s) for carrying out the duties proper to that position.
- (b) COPE 378 agrees to provide the BCGEU with a list of the employees designated as stewards for each jurisdictional area.

## **2.10 Duties of Steward**

The Steward may, within reason, investigate and process grievances or confer with the representative(s) of the Union during regular working hours, without loss of pay. Duties also include posting of Union bulletins or notices. The steward shall obtain permission from Human Resources before leaving their work to perform such duties and shall notify Human Resources upon resuming their normal duties. The BCGEU agrees that permission for such leave shall not be unreasonably withheld.

## **2.11 Negotiations**

- (a) Up to a maximum of three Union members shall be entitled to leave of absence for the purpose of conducting negotiations with the BCGEU. Such leave shall be without loss of pay, vacation or seniority.
- (b) Notwithstanding the provisions of this clause and the understanding that negotiations shall be scheduled by mutual agreement, the Parties hereto recognize the staffing requirements of the BCGEU and hereby agree that it is not intended for all negotiations to take place during normal office hours.

## **2.12 Time Off for Union Business**

- (a) Where operational requirements permit, the BCGEU agrees to grant leave of absence without pay and without loss of vacation or seniority upon seven days written notice:
  - (i) to an elected or appointed delegate of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (ii) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
  - (iii) to the employees elected or appointed pursuant to clause 2.11(a) of this article to attend meetings of the bargaining committee;
  - (iv) to employees enrolled in training courses sponsored by COPE 378.
- (b) Employees granted leave of absence pursuant to this clause shall receive their basic rate of pay while on leave and the Union shall reimburse the BCGEU for the appropriate salary costs incurred.
- (c) The BCGEU agrees that leaves of absence pursuant to this clause shall not be unreasonably withheld.
- (d) The notice requirement above may be waived by mutual agreement between the Parties.
- (e) Job stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with Human Resources for other activities not specifically identified above. This shall be considered leave of absence without pay. There is no loss of seniority or vacation where leave is reimbursed by COPE 378.
- (f) Job stewards and/or elected Officers of the Union who regularly work for the BCGEU and who are assigned to joint Union-BCGEU committees, will be paid by the BCGEU for all time spent on such committees during regular hours and this shall be considered time worked.

### **2.13 Full-Time Officers**

The BCGEU shall also grant, on request, leave of absence without pay, without loss of seniority, with the time involved considered as service with the BCGEU:

- (a) For employees selected for a full-time position with the Union.
- (b) For an employee elected to the position of President or Secretary-Treasurer of the COPE 378.
- (c) 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.
- (d) Such leave, once approved, shall not be interrupted by the BCGEU during the approved period of leave.
- (e) On conclusion of such leave of absence, an employee shall be placed in their former position or a position of equal rank and basic pay.

### **2.14 Conservation of Paper**

The Union and the BCGEU agree to minimize the use of paper by relying on the use of email whenever practical.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Membership**

- (a) The BCGEU agrees that all employees shall maintain membership in the Canadian Office and Professional Employees Union 378 as a condition of employment.
- (b) An employee shall be required to become a member of the Union within 15 days of becoming an employee and shall maintain such membership as a condition of continued employment.

### **3.2 Union Dues**

- (a) The BCGEU agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the 15<sup>th</sup> of the following month, together with a list of all employees from whom such deductions were made. A copy of this list shall be forwarded to COPE 378.
- (b) Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the BCGEU agrees to terminate employment of said employee after seven days from the date of notice.

### **3.3 BCGEU and Union to Acquaint New Employees**

- (a) The BCGEU agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the collective agreement. The BCGEU will provide Membership Application and Union Dues Deduction Authorization forms to new employees for their completion and signing at the time of employee orientation. The BCGEU will forward the documents to the Union as soon as possible.
- (b) A new employee shall be advised of the name and location of the steward. Where operational requirements permit, the BCGEU agrees to introduce the new employee to the steward, who shall be given 15 minutes with the new employee to provide them with a Collective Agreement and a brief orientation to the Union.

### **3.4 Contracting Out**

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

### **3.5 Exclusions**

The BCGEU will not exclude bargaining unit positions during the term of this Agreement.

### **3.6 Employee Information**

The BCGEU will provide copies of all Human Resources Action Notices to COPE 378.

## **ARTICLE 4 - REGULAR PART-TIME EMPLOYEES**

The BCGEU shall pay the full premium cost for regular part-time employees coverage under the B.C. Medical Plan, Dental Plan, Extended Health Care Plan and Group Life Insurance as described in Article 12.

All other benefits shall be prorated based on hours worked.

## **ARTICLE 5 - TEMPORARY EMPLOYEES**

### **5.1 Letter of Appointment**

A temporary employee shall receive a letter of appointment clearly stating the employment status, hours of work, rate of pay and expected duration of employment. A copy of the letter of appointment shall be forwarded to the COPE 378 Union Office.

### **5.2 Seniority Rights**

For the purpose of layoff and recall, a temporary employee who has worked in excess of 480 hours shall accumulate seniority as a temporary employee.

All hours worked at the straight time rate shall be converted to the equivalent shift for regular employees to establish seniority.

Upon completing 480 hours, a temporary employee's seniority shall include the accumulated 480 hours.

### **5.3 Temporary Seniority**

Temporary employees' seniority shall mean the total length of accumulated service with the BCGEU as a temporary employee from April 5, 2011 forward. Upon appointment to a regular position, and upon successful completion of the probationary period, the employee shall be credited with their temporary seniority for the purpose of service seniority.

### **5.4 Loss of Seniority**

A temporary employee will lose 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 six months;

(d) they are unavailable for a shift for which they have been recorded as being available or decline two offers of re-employment within a 12 month period in which the nature of the work is reasonably similar to that which they carried out prior to layoff, except in the following circumstances:

- (i) absence on a WCB claim, when such claim is made while employed by the BCGEU;
- (ii) maternity or adoption leave;
- (iii) bereavement; such leave shall not exceed five days;
- (iv) illness; proof of illness may be required if the absence is greater than three days;
- (v) illness of, or inability to obtain child care for a dependent child, where there is no one other than the employee at home who can care for the child. Proof of illness or inability to obtain childcare may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
- (vi) jury duty;
- (vii) medical, dental appointments;
- (viii) approved leave under clause 5.9(b).
- (ix) **unavailability to work an emergency shift as defined in clause 5.13(f).**

#### 5.5 Layoff and Recall

- (a) Layoff of temporary employees shall be by classification in reverse order of seniority pursuant to the layoff and recall units outlined in Article 18.
- (b) Recall shall be in order of seniority, provided the temporary employee is qualified to carry out the work which is available. Recall shall be pursuant to the layoff and recall units outlined in Article 18.

#### 5.6 Application of Agreement

The provisions of Articles 7, 8, 9, 10, 12, 16, 17 and 18 of this Agreement shall not apply to temporary employees. Except as otherwise indicated, the provisions of the remaining articles of this Agreement apply to temporary employees.

#### 5.7 Health and Welfare Benefits

- (a) Compensation to temporary employees in lieu of health and welfare benefits shall be increased by 1¢ per hour to **66¢ per hour effective April 1, 2012.**
- (b) Temporary employees who are paid 1750 hours **(1758 hours effective January 1, 2013)** at straight time rates in a 15 month period shall be eligible for Medical, Dental, Extended Health and Group Life benefits under the collective agreement. To maintain coverage a temporary employee must maintain seniority and be paid 1160 hours at straight time rates in a 12 month period except when on approved leave of absence. Coverage shall be provided commencing with the first full calendar month of the appointment and ending with the last partial month.
- (c) Temporary employees on Maternity, Adoption, or Parental Leave, as provided by the *Employment Standards Act*, may maintain benefit coverage by payment of premiums for the benefits being maintained.

#### 5.8 Statutory Holidays

Temporary employees who have:

- (a) worked the day before and the day after a paid holiday; or

(b) worked 15 of the previous 30 days;  
shall be compensated for statutory holidays.

### 5.9 Annual Vacations

(a) A temporary employee will be entitled to receive annual vacation at the rate of six percent of their basic pay. Temporary employees shall receive the unused portion of annual vacation upon termination or on the first pay date following January 31<sup>st</sup> of the year following the taxation year the vacation was earned.

(b) A temporary employee scheduled for full-time or part-time work and who has completed six months of employment will be entitled to opt for vacation entitlement.

### 5.10 Applying for Positions

Temporary employees, provided they are qualified for the position, shall have the right to apply for any positions, as outlined in clause 17.2(a), and shall be given preference over outside candidates, subject to all the conditions of this Agreement. Temporary employees shall be entitled to access the Union Observer for posted positions upon request as provided for in clause 17.6.

### 5.11 Leave and Jury Duty

Temporary employees are entitled to pregnancy leave, parental leave, family responsibility leave, compassionate care leave and jury duty as provided by the *Employment Standards Act*.

### 5.12 Bereavement

Temporary employees are entitled to bereavement leave as provided by Clause 9.2.

### 5.13 Call-out Procedure

(a) Temporary employees, who have accumulated seniority as outlined in clause 5.2, will be offered available shifts within each layoff and recall unit outlined in Article 18 in order of seniority and provided the temporary employee is qualified to carry out the work which is available.

(b) Temporary employees must submit their availability to work, in writing, to Human Resources, on or before the 15th day of each month for shifts in the following month (e.g., June 15 for the month of July). When the 15th day of the month falls on a weekend, temporary employees must submit their availability to work on the previous Friday.

(c) If a temporary employee does not submit their availability to work within a particular month by the deadline in clause 5.13(b), the BCGEU shall not be required to call that temporary employee for available shifts within that month.

(d) The BCGEU shall only be required to call temporary employees for those shifts for which they have indicated they are available to work.

(e) If a temporary employee is not available to work a shift for which they have indicated they are available to work, it is considered a declined offer of temporary employment.

(f) Temporary employees may also be called-in for emergency shifts in addition to the shifts for which they have indicated they are available to work. An emergency shift is a shift which occurs unexpectedly.

- (i) If a temporary employee is called about an available emergency shift and there is either no answer or there is a busy signal, the telephone number will be called a second time after 5 minutes.
- (ii) If there is still no answer or a busy signal, the next most senior temporary employee within that unit will be called and offered the shift.
- (iii) The first temporary employee, in seniority order, who can be contacted will be offered the available emergency shift.
- (iv) Inability to work or failure to respond to an offer to work an emergency shift will not be deemed to be a declined shift pursuant to clause 5.4(d).

#### **5.14 Sick Leave**

Temporary employees who are paid 1750 hours (1758 hours effective January 1, 2013) at straight time rates in a 15 month period shall be eligible for sick leave of 48 hours at 100% in a calendar year.

### **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

#### **6.1 Hours of Work**

- (a) The regular work day shall consist of eight continuous hours, excluding lunch periods, to a total of 32 hours per week. The standard hours of operation are from 8:30 a.m. to 5:00 p.m. With approval and subject to operational requirements, an employee may be permitted to commence work at 8:00 a.m. or 9:00 a.m. at headquarters (includes Lower Mainland Area Office and Victoria Area Office). All new hires and temporary employees (except as outlined in clause 6.3) will work 8:30 a.m. to 5:00 p.m.
- (b) The standard lunch period shall be one-half hour at or near the midpoint of the work day. With approval and subject to operational requirements, an employee may be permitted to have a one hour lunch period at or near the midpoint of the work day. An employee will not normally be scheduled to work past 5:30 p.m.
- (c) The BCGEU may request an employee to vary their start time or lunch period as provided by (a) and (b) above. Such variance will only be implemented by mutual agreement.
- (d) The scheduling of varied start times, coffee breaks or lunch periods will be done on a departmental or area basis. Where there are more expressions of interest for variations to standard hours in a department or area than is operationally feasible, priority will be given in order of seniority.
- (e) The position of Switchboard Operator will be restricted to the standard hours of operation.
- (f) IT Services will be considered distinct for operational requirements and hours of work shall be scheduled to provide maximum coverage from 8:00 a.m. to 5:30 p.m.

#### **6.2 Work Schedules**

- (a)
  - (i) The work week for regular full time employees shall be 32 hours, consisting of four days, between Monday to Friday inclusive with Monday, Wednesday or Friday as the day off.
  - (ii) The day off may be any day of the week for employees hired as regulars after January 26, 2005 or where mutually agreed with the employee.
- (b) Employees hired prior to October 19, 1979, will be given either a Monday or Friday as their regular day off.

(c) Two weeks notice shall be given if the BCGEU or an employee wishes to change an employee's regular day off. The BCGEU reserves the right to deny an employee's request for a change of day off based on operational requirements. This two weeks notice may be waived by mutual agreement.

(d) Flextime is an hours of work arrangement which may be used for offsite bargaining. Employees on approved flextime can choose their starting and finishing times each day as well as their day off each week in order to get the work done. Overtime applies after eight hours worked in a day or on a day of rest.

### **6.3 Temporary Employees**

(a) A temporary employee may be scheduled to work less than the hours of work outlined in clause 6.2, between Monday to Friday inclusive.

(b) Temporary employees hired to replace in regular established positions shall work 32 hours, consisting of four days, between Monday to Friday inclusive.

(c) (i) Temporary employees hired to work in other than regular established positions that are posted with an expected duration of three months or more, shall work 32 hours, consisting of four days, Monday to Friday inclusive.

(ii) With the exception of (i) above, temporary employees hired at Headquarters to work in other than regular established positions, may be scheduled to work 32 hours per week, consisting of five days, Monday through Friday inclusive.

### **6.4 Rest Periods**

(a) For employees working six and one-quarter to eight hours per day, two 15 minute rest periods away from their work station shall be provided without loss of pay; one in the morning and one in the afternoon.

(b) For employees working four to six hours per day, one 15 minute rest period away from their work station shall be provided without loss of pay during the shift.

### **6.5 Overtime Compensation**

(a) All time worked before or after the regularly established working day shall be considered as overtime and paid at the rate of 200 % of the employee's prorated hourly rate.

(b) All time worked on an employee's days of rest or on a statutory holiday, as provided in Article 7 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of 200% of the employee's prorated hourly rate.

(c) Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, shall receive a minimum of four hours pay at overtime rates, provided the employee reports for such work.

(d) All time spent travelling to and from work shall be considered as time worked for the purpose of this section for an employee who is called back to work outside the regular working day.

### **6.6 Overtime Meal**

All employees requested to work in excess of two hours overtime immediately before or after the regular work day shall be allowed a one-half hour paid meal period at the regular prorated hourly rate of pay. If a meal is not provided, a meal allowance will be given if such overtime is in excess of two hours. The meal allowance will be in accordance with the BCGEU Financial Policy, however, shall not be lower than Breakfast - \$13.00, Lunch - \$15.00, and Dinner - \$28.50.

The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

#### **6.7 Distributing Overtime**

Overtime shall be on a voluntary basis. First refusal shall be given to the employee(s) who normally performs such work. If refused, the overtime shall be divided among the employees who are willing and qualified to perform the work.

#### **6.8 Banked Overtime**

Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the BCGEU. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings.

Time off in lieu of overtime pay may be accumulated to a maximum of 64 hours. All hours in excess of 64 hours will be paid out at overtime rates.

#### **6.9 No Overtime Pay Reduction**

Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

#### **6.10 Overtime for Employees Working Part-Time Hours**

Regular part-time and temporary employees working less than the normal hours per day of a full-time employee, and who are required to work longer than their regular work day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the work day. Regular overtime rates shall apply after the normal hours in the work day and for all work performed on an employee's day of rest or on a statutory holiday.

#### **6.11 Reporting of Overtime**

An employee working overtime must submit a fully completed overtime form within five working days of the overtime being worked.

### **ARTICLE 7 - STATUTORY HOLIDAYS**

#### **7.1 Statutory Holidays**

The BCGEU agrees to provide all regular employees with the following statutory holidays, without loss of pay.

New Year's Day	Labour Day
<b>Family Day</b>	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve
British Columbia Day	

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The BCGEU further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or

days off (or half day), without loss of pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the BCGEU and the employee.

## 7.2 Weeks with Statutory Holidays

- (a) Should one of the above statutory holidays fall on a normal work day, all employees shall be required to work the remaining normal work days in the work week.
- (b) All regular employees working the four-day week shall receive one day's basic pay at straight time for each statutory holiday or days in lieu of, listed in clause 7.1 above.

## ARTICLE 8 - ANNUAL VACATIONS

### 8.1 Annual Vacation Entitlement

#### (a) *One to Four Years*

- (i) During the first 12 months service a regular employee shall earn 96 working hours paid vacation.
- (ii) Upon completion of six months service an employee shall be entitled to take all earned paid vacation entitlement or any portion thereof. Such vacation shall be deducted from the total earned entitlement for that year.
- (iii) Payment for vacation in (i) and/or (ii) above shall be the employee's basic pay at the time vacation is taken or six % of gross earnings for the period in which vacation was earned, whichever is greater.

#### (b) *Five Years*

Each regular employee who completes five years service shall earn 128 working hours paid vacation.

#### (c) *Excess of Five Years*

For each completed year of service in excess of five years, each regular employee shall receive eight working hours additional paid vacation to a maximum of 192 hours (**effective January 1, 2013, to a maximum of 224 hours**).

#### (d) *Year of Retirement*

Regular employees shall be entitled to full vacation entitlement in the year they retire.

#### (e) *Payment for Vacation Entitlement*

Payment for vacation entitlements outlined in clauses 8.1(b) and 8.1(c) shall be:

- (i) 128 and 136 hours – 8 % of gross earnings for the period in which vacation was earned or basic pay whichever is greater.
- (ii) 144 and 168 hours inclusive – 10 % of gross earnings for the period in which vacation was earned or basic pay, whichever is greater.
- (iii) 176 hours and over – 12 % of gross earnings for the period in which vacation was earned or basic pay, whichever is greater.

Effective January 1, 1995 it is understood that gross earnings does not include overtime payments, vacation bonus or payments made in the previous calendar year under this Article.

## 8.2 Vacation Bonus

- (a) At the start of each new taxation year a regular employee shall receive a vacation bonus equal to four % of basic salary received in the preceding taxation year. At the BCGEU's discretion, employees may be allowed to take paid time off equivalent to four % of basic salary received in the preceding taxation year in lieu of the four % vacation bonus. The vacation bonus shall be payable on the first pay date following January 31<sup>st</sup>.
- (b) Employees shall have the option of having the vacation bonus deposited directly into an RRSP account.
- (c) Upon termination, an employee shall be paid the vacation bonus on basic salary received from January 1<sup>st</sup> to termination date.
- (d) The employee shall make a written request five working days prior to the desired time off. Written confirmation from the BCGEU will be given within three working days after the receipt of the employee's request.

## 8.3 Proration of Vacation Entitlement

Effective January 1, 2003, vacation entitlement shall not accrue for periods of unpaid leave of absence in excess of 160 hours at any one time or for periods of sick leave in excess of 320 hours at any one time, unless otherwise stated in this collective agreement.

## 8.4 Definitions and Scheduling

- (a) *Definitions:*
  - (i) *Vacation Year* - a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.
  - (ii) *Prime Time Vacation Period* - vacation scheduled during the period June 1<sup>st</sup> to and including the Labour Day Weekend, and the two-week period in which Christmas and New Year's falls.
  - (iii) *Vacation Schedule* - vacation which has been scheduled and approved for the prime time vacation period.
- (b)
  - (i) Employees will be provided with their vacation entitlement for the vacation year by January 31<sup>st</sup>. Employees must submit their vacation requests for the prime time vacation period by March 1<sup>st</sup>. The approved vacation schedule, as defined in clause 8.4(a)(iii) will be posted by March 15<sup>th</sup>.
  - (ii) Every effort will be made to allow employees to take vacation at a time of their choice. Where it is not possible to accommodate all staff in their choice of vacation time, senior employees will be given preference in the selection of vacation periods where the employee takes it in one unbroken period.
  - (iii) Employees wishing to split their vacations during the prime time vacation period, shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.
  - (iv) For vacation requests for periods of time other than those falling within the prime time vacation period, the employee shall make a written request at least 10 working days prior to the vacation time desired. Written confirmation from the BCGEU will be given within five working days after receipt of the employee's written request.

- (v) Requests for vacation, submitted by employees prior to the vacation schedule being posted, for time off which falls within the prime time vacation period, shall be considered their first choice pursuant to clause 8.4(b)(iii).
- (c) An employee who does not exercise their seniority rights by March 1<sup>st</sup> of each year shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (d) An employee may carry over one week's vacation leave per year for three consecutive years, up to a maximum of three weeks.
- (e) All vacations, once approved, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the BCGEU.
- (f) Subject to scheduling requirements, employees shall be granted their vacation in consecutive weeks when requested.
- (g) **Two vacation days will be scheduled between the Boxing Day and New Year's Day statutory holidays to enable office closure.**

### **8.5 Displaced Vacation**

When an employee is qualified for sick leave, bereavement, or any other approved leave with pay 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.

The employee shall notify Human Resources as soon as possible and in the case of illness, the employee shall provide a medical certificate upon return to work.

### **8.6 Borrowing Vacation**

Employees with three years or more seniority shall be allowed to borrow up to an additional one weeks vacation not yet earned, pursuant to the following conditions:

- (a) the additional time must be scheduled pursuant to clause 8.4.
- (b) all vacation entitlement (including carryover pursuant to clause 8.4(d)), must be scheduled and used;
- (c) this option can only be exercised by an employee once every two years.

## **ARTICLE 9 - LEAVE OF ABSENCE**

### **9.1 Maternity, Adoption and Parental Leave**

An employee shall qualify for maternity, adoption and parental leave upon completion of the initial probation period.

#### **(a) Maternity and Adoption Leave**

- (i) **An employee is entitled to leave of up to 15 weeks without pay.**
- (ii) **An employee shall notify the BCGEU in writing of the expected date of the termination of her pregnancy.**
- (iii) **The period of leave 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.**

- (iv) An employee, upon production of appropriate documentation, is entitled to adoption leave without pay of up to 15 weeks following the adoption of a child.
- (b) Parental Leave
  - (i) Upon written request, an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay.
  - (ii) Where both parents are employees of the BCGEU, they shall each qualify for up to 35 weeks of parental leave.
  - (iii) Such written request pursuant to clause 9.1(b)(i) above must be made at least four weeks prior to the proposed leave commencement date.
  - (iv) Leave taken under this clause shall commence:
    - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to clause 9.1(a);
    - (2) in the case of the other parent, following the birth or adoption of the child and begin within the 52 week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.
- (c) Benefit Waiting Period and Allowance
  - (i) Where an employee is entitled to take leave pursuant to 9.1(a) and/or 9.1(b) and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Maternity or Parental benefits, the employee is entitled to a leave of two weeks without pay immediately before leave pursuant to 9.1(a) and 9.1(b) as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.
  - (ii) An employee who qualifies for and takes leave pursuant to this clause shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.
- (d) Maternity Leave Allowance
  - (i) In order to receive the Maternity Leave allowance, the employee must provide to the BCGEU, proof that they have applied for and are 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 leave allowance. An employee who qualifies for maternity leave pursuant to clause 9.1(a), shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SUB) Plan.
  - (ii) Pursuant to the Supplemental Employment 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.
- (e) Parental Leave Allowance
  - (i) In order to receive the Parental Leave allowance, the employee must provide to the BCGEU 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. An employee who qualifies for parental leave pursuant to clause 9.1(b), shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SUB) Plan.

(ii) Pursuant to the Supplemental Employment Benefit (SUB) Plan and subject to leave apportionment pursuant to clause 9.1(b)(ii), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the BCGEU, the employees shall determine the apportionment of the 35 weeks of parental leave allowance between them.

(f) An employee who returns to work after the expiration of leave pursuant to this Article, shall retain the seniority they had accrued immediately prior to commencing leave and shall be credited with seniority for the period of time covered by the leave.

(g) If an employee maintains coverage for medical, extended health, dental and/or group life (employer paid amount only), the BCGEU agrees to continue paying the full cost of these premiums.

(h) On return from leave, an employee shall be placed in their former position. Should the former position no longer exist, an employee shall be placed in a position of equal rank and basic pay.

(i) Maternity leave for employees on their initial probation period shall be in accordance with the *Employment Standards Act*.

(j) If an employee does not return to work on the pre-arranged date or upon the expiration of any leave granted pursuant to this Article and remain in the employ of the BCGEU for a period equivalent to the leave, the BCGEU may recover monies paid under this Article.

## 9.2 Bereavement Leave

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

Where the disposal of remains occurs outside the province, an employee shall be entitled to an additional two days special leave to attend the funeral.

(b) Immediate family is defined as an employee's parent, step-parent or foster parent, spouse, common-law spouse, fiancé, child, step-child or foster child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

## 9.3 Special Leave

Any regular employee not on leave of absence without pay shall be entitled to special leave at their basic pay rate for the following:

(a) Attending wedding of the employee's child ..... one day

(b) Birth or adoption of the employee's child ..... one day

- (c) Attending to:
  - (i) serious household emergency;
  - (ii) serious domestic emergency;
  - (iii) serious personal emergency,  
which includes immediate family ..... up to one day per occurrence
- (d) Attend their formal hearing to become a Canadian citizen ..... one day
- (e) Attend funeral as pall-bearer or mourner ..... one half day per occurrence
- (f) Moving household goods and effects ..... one day per occurrence.  
*(This leave provision can only be exercised twice in one year.)*
- (g) Marriage of employee ..... three days
- (h) In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor ..... one day per calendar year  
*(this may be used in one half shift increments).*
- (i) Court appearance for hearing of employee's child ..... one day.
- (j) Child custody hearing..... one day per calendar year.

Two weeks notice is required for leave under subsections (a), (d), (f) and (g).

For the purpose of determining eligibility for special leave under (f), an employee will qualify if they are changing their place of residence and such day is their regular working day.

#### 9.4 Family Illness Leave

- (a) In the case of illness of an immediate member of the family of an employee where there is no one other than the employee at home who can provide for the needs of the ill person, the employee shall be entitled, after notifying the BCGEU, to use up to four days for any one illness, substantiated by a doctor's certificate if required by the BCGEU.
- (b) Family illness leave may be utilized to take dependents to medical and dental appointments that cannot be scheduled on the employee's regularly scheduled day off.
- (c) Family illness leave shall apply to non-custodial children in the care of the employee.

#### 9.5 Maximum Entitlement

Leave granted under clauses 9.3 and 9.4 shall not exceed 72 hours per calendar year, prorated for the first and last partial years.

#### 9.6 General Leave

- (a) A regular employee may apply for and where possible receive up to one year leave of absence without pay for emergency or unusual circumstances. Permission for such leave must be obtained from the BCGEU in writing and will not be unreasonably withheld.
- (b) Where operational requirements permit, a leave of absence without pay, up to one year, may also be granted for any other reason in which case approval shall not unreasonably be withheld. If such leave is granted, it will only be granted to employees who have two or more years of seniority and who

have exhausted all vacation entitlement, (including carryover pursuant to clause 8.4(d)), and vacation bonus compensation pursuant to clause 8.2(a) for that calendar year.

(c) Where operational requirements permit, a leave of absence without pay, up to one year, shall be granted for an employee to personally care for an aging parent(s). If such leave is granted, it will only be granted to employees who have two or more years of seniority.

(d) Should the employee wish to return to work earlier than their original expected date of return they will provide the BCGEU with notice as follows:

- (i) less than six months leave – two weeks
- (ii) more than six months leave – one month

### **9.7 Jury Duty**

Employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the BCGEU with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in the office in one day, shall not exceed the normal working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of the normal working hours, shall be considered overtime and paid as such.

The above provision shall also apply to an employee subpoenaed as a witness in a court action provided such action is not occasioned by the employee's private affairs.

### **9.8 CLC Winter School Leave**

The BCGEU shall grant paid leave of absence equivalent to one week per calendar year for one member of the bargaining unit to attend the CLC Winter School. The COPE member attending the Winter School shall be determined by the bargaining unit and leave will be granted subject to operational requirements.

### **9.9 Family Care Leave**

Subject to operational requirements, a regular employee with a minimum of two years seniority, shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children or an aging parent(s) in accordance with the following conditions:

- (a) an employee shall notify the BCGEU in writing as far in advance as possible but not less than four weeks in advance of the commencement date and duration of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of one year;
- (c) the total leave granted under the clause shall not exceed five years during an employee's total period of employment with the BCGEU;
- (d) an employee on leave of absence under this article shall not accrue seniority for the period of the leave. Seniority earned prior to the leave shall be reinstated upon completion of a six month period of re-employment;
- (e) notwithstanding clause 17.2, an employee shall return to work in the first available vacancy for which they are qualified at their former category level or a lower category if they so choose. An employee shall have the option of being placed into an available temporary vacancy until a regular position becomes available. When filling a temporary vacancy, temporary terms and conditions shall apply.

- (f) all benefits pursuant to this collective agreement will cease for the period of the leave;
- (g) an employee shall give the BCGEU a minimum of one month's notice should they choose to amend the duration of the leave as indicated in (a) above;
- (h) an employee must not engage in remunerative employment during the period of leave.

#### **9.10 Leave for Medical or Dental Appointments**

An employee will be allowed up to four hours with pay for medical or dental appointments that cannot be taken on a regularly scheduled day off. Where excessive travel is required, up to one day may be utilized, with approval. Such leave for medical or dental appointments shall not exceed 16 hours in any calendar year.

#### **9.11 Donor Leave**

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

#### **9.12 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding clause 16.6, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 12.

*Note: It is understood that where an employee is on compassionate care leave and such leave ends due to the death of a family member for which bereavement leave is provided under clause 9.2, the bereavement leave shall commence at the beginning of the week following termination of compassionate care EI payments. There shall be no pyramiding of EI payments and bereavement leave with pay.*

#### **9.13 Leave of Absence for Political Office**

- (a) Prior to seeking nomination for any elective political office, a staff member will meet with the President of the BCGEU for a comprehensive discussion of the implications of seeking the nomination. The President will advise the staff member of the likely effect, including possible reassignment, that the member's plans would have on their present assignment.
- (b) A staff member who is nominated as a candidate for Member of Legislative Assembly or Member of Parliament will be granted leave of absence without pay from the date of nomination until the day following the election or a shorter period requested by the staff member.
- (c) If a staff member is elected to Political Office, leave without pay shall be granted for a full legislative term, and any succeeding terms. They shall return to the first available position for which they are qualified.
- (d) If the staff member is unsuccessful and is not elected, they will return to active employment subject to relocation or reassignment of duties at the discretion of the BCGEU.
- (e) The staff member will suffer no financial loss if not placed in their original position and will be subject to red-circling upon return.

## ARTICLE 10 - WAGE INDEMNITY & LONG TERM DISABILITY

### 10.1 Entitlement

Regular employees shall be entitled to coverage for short-term illness and injury and long-term disability as outlined in this Article.

### 10.2 Wage Indemnity Plan (1-1-1-52)

- (a) Employees will be entitled to coverage under a Wage Indemnity Plan providing a benefit up to one year at 75% of basic pay.
- (b) Coverage shall commence on the first day of illness or injury. Doctor's verification of illness will be required after three consecutive **work** days of illness.
- (c) Employees on a four-day week on wage indemnity shall receive a top up allowance to their wage indemnity payment for a paid holiday sufficient to bring their gross income for that day to the equivalent of a day's regular basic pay.
- (d) For the first 48 hours in each calendar year, prorated for the first and last partial years, the BCGEU will top up the 75% Wage Indemnity Plan benefit to 100%. Thereafter, at the employee's option, the 75% benefit may be supplemented in quarter-day increments by the use of the following in descending order:
  - (i) accumulated sick leave credits under the old sick leave plan;
  - (ii) vacation leave or banked overtime.
- (e) The Parties agree that the employees are aware of their right to 5/12 of the savings resulting from the BCGEU's Employment Insurance Premium Reduction as a result of the Wage Indemnity Plan, and that since the inception of the Wage Indemnity Plan the Method of Sharing has been to apply the savings to offset the costs of the Wage Indemnity Plan.
- (f) In the event the carrier of the Wage Indemnity Plan requests from the employee a medical report or certificate, the cost of producing the medical report or certificate shall be borne by the BCGEU.

### 10.3 Accumulated Sick Leave Credits

Employees who have accumulated sick leave under the old sick leave plan will have their accumulated sick leave credits frozen subject to clause 10.2. Upon completion of 10 years service, an employee, upon termination or retirement, will be paid at their current basic pay rate for 35% of this unused accumulated sick leave.

Upon retirement, employees will be given the option of equivalent time off in lieu of pay to be taken immediately prior to retirement.

### 10.4 Sick Leave for Appointments

- (a) Sick leave pursuant to clause 10.3 may be utilized for medical and dental appointments with the understanding that any period utilized shall be debited to the employee's sick leave account.
- (b) Notwithstanding the provisions of clauses 9.4, 9.10 and 10.4(a), it is specifically agreed and understood that wherever possible employees shall utilize their normal days off for medical and/or dental appointments. The provisions of clauses 9.4 and 10.4(a) shall apply only under circumstances where it is not possible for the employee to utilize their normal day(s) off.

### 10.5 Sick Leave Records

A record of all unused sick leave under the old sick leave plan will be kept by the BCGEU. Each employee shall be informed of the amount of unused sick leave accrued to their credit at the end of each calendar year. Each employee shall review the records of the BCGEU and verify that the accumulated sick leave is correct. When an employee requests, they shall be informed of the amount of sick leave accrued to their credit.

### 10.6 Reporting Sick Leave

- (a) The employee shall notify the BCGEU as soon as possible of their inability to report to work because of illness or injury and shall make every reasonable effort to advise the BCGEU of the date of return to duty.
- (b) An employee absent from work through illness or injury shall, within seven days from the initial day of absence, submit a fully completed sick leave application form. The BCGEU may request that a report from a qualified medical practitioner accompany the application for sick leave if the absence is over three working days. The BCGEU may also request a report from a qualified medical practitioner if it appears that a pattern of absence is developing. Any doctor's report or certificates requested by the BCGEU shall be paid by the BCGEU, upon the production of a receipt.
- (c) An employee is not eligible for sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike, on layoff or locked out.

### 10.7 Long Term Disability Plan

- (a) Regular employees shall be entitled to coverage under a Long Term Disability Plan provided and paid for by the BCGEU. The Long Term Disability Plan shall provide 70% of basic salary to a maximum of \$6,500 per month.
- (b) Before becoming eligible for long term disability plan benefits, employees must use all sick leave accumulated under the old sick leave plan.
- (c)
  - (i) Employees on long term disability will continue to be covered by group life, extended health, dental and medical plans.
  - (ii) Employees going on long term disability who, prior to commencing on the short term plan, had opted into the Public Service Pension Plan will continue to be considered an employee for the purpose of pension.
  - (iii) Employees will not be covered by any other portion of the agreement but will retain seniority rights should they return to active employment in accordance with clause 10.8.
- (d) In the event the carrier of the Long Term Disability Plan requests from the employee a medical report or certificate, the cost of producing the medical report or certificate shall be borne by the BCGEU.

### 10.8 Employee Status

- (a) A Long Term Disability recipient will retain employee status with the BCGEU during the first two years of long term disability.
- (b) A LTD recipient who, at the end of the second year of long term disability, is certified by a physician as able to work, shall have the right to return to a position of equal rank and basic pay.
- (c) A LTD recipient not able to return to work at the end of two years of long term disability benefits may cease to be an employee of the BCGEU. Each case will be evaluated on its merits. However, health and welfare benefits will continue for the duration of the LTD claim.

### 10.9 Subrogation

Where an employee is entitled to make a wage loss claim against a third party for which the employee received or would receive benefits under this Article, the employee shall sign a reimbursement agreement with the Plan Administrator to be eligible for wage indemnity provided by clause 10.2.

## ARTICLE 11 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

### 11.1 Purpose

The purpose of the Employee and Family Assistance Program is to recognize that a wide range of problems can adversely affect an employee's performance and that the BCGEU has a responsibility to offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.

### 11.2 Employer Assistance

The BCGEU will endeavour to assist an employee who recognizes the presence of the personal problem, either physical, social or mental, which is adversely affecting their job performance. For the purpose of this policy, "*personal problems*" will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.

The cost of the agreed upon referral agent will be borne solely by the BCGEU.

### 11.3 Benefits

- (a) An employee will be considered absent due to illness and will receive the benefits for which they are eligible pursuant to the Collective Agreement when:
  - (i) they require time off from work for medical counselling or treatment appointments recommended by the referral agent, or
  - (ii) they are unable to work but are following a prescribed program of treatment, or
  - (iii) they are accepted into the program through a voluntary, Union, fellow employee or family referral.
- (b) An employee will continue to be eligible for benefits under (a) above so long as they are cooperating fully in following the prescribed course of treatment.
- (c) The BCGEU will be responsible for costs and expenses not normally covered by the medical and benefit plans which are associated with their treatment program such as actual costs of residential treatment for chemical dependency.

## ARTICLE 12 - HEALTH & WELFARE BENEFITS

### 12.1 Medical Plan

The B.C. Medical Plan shall be made available to all regular employees and dependents desiring same. The BCGEU shall pay the full premium cost for the employee's coverage under such plan.

### 12.2 Dental Plan

A mutually agreeable dental plan shall be made available to regular employees and dependents, as presently defined in the Plan, desiring same. The premium costs shall be fully paid by the BCGEU. The plan shall provide the following benefits:

- Plan A: 100% coverage
- Plan B: 80% coverage
- Plan C: 80% coverage with a \$5,500 lifetime maximum per patient
- Plan D: 50% to a maximum of \$1,500 lifetime.

COPE has agreed to allow the BCGEU to self insure.

### 12.3 Extended Health Care Plan

A mutually acceptable Extended Health Care Plan shall be made available to all regular employees **and their eligible dependants** at no cost to the employee.

This extended health care plan shall include, but not be limited to, the following:

- *Acupuncture* - \$200 per individual per year to a maximum of \$500 per family per year.
- ***Chiropractor* - \$450 per individual per year.**
- *Psychologist* - \$500 per year. Registered clinical counsellors are recognized in combination with registered psychologists.
- *Hearing Aids* - \$1,000 per ear, every four years for adults; \$1,000 per ear, every two years for children.
- *Vision Care* – shall be \$800 per 24 months for adults and \$400 per 12 months for children with no change in the deductible portion.
- **Employees will have the option of applying up to \$800 of the vision care benefit to the cost of laser eye surgery instead of eye glasses or contact lenses within a 24 month period. This option may be used once.**
- *Registered Massage Therapy* – to a maximum of \$1,500 per calendar year.
- *Prescription Drugs* – 80% coverage, \$55.00 deductible per annum. An employee/carrier identification card will be provided to permit point of sale prescription drug reimbursement.
- Coverage for tetanus, rubella, polio, measles, hepatitis "B" and influenza inoculations.
- Coverage for oral contraceptives for reimbursement of prescriptions.
- Coverage for PSA testing as required by physician.
- Maximum \$1,000,000 for active employees.
- Travel Medical Emergency Insurance
- Terminal Illness and Advance Payment

An advance payment of up to \$50,000 or 50% of the Group Life insurance, whichever is less, is available to eligible employees.

To be eligible for the advance payment, you must be suffering from a terminal illness with a life expectancy of 12 months or less.

The remaining portion of the group life insurance will be paid to your designated beneficiary upon your death.

- See pamphlet for details of other coverage.

#### 12.4 Group Life Insurance

(a) All regular employees will be enrolled in a group plan providing life insurance coverage and accidental death and dismemberment benefits in an amount equal to three times the employee's annual basic pay. The BCGEU shall pay the full premium costs.

This coverage will include funeral costs for spouses (maximum \$5,000) and dependent children (maximum \$2500).

(b) Employees and spouses will be entitled to purchase Optional Group Life under this section at no cost to the BCGEU.

#### 12.5 Medical Referral Travel and Accommodation Benefits

The BCGEU will provide the following Medical Referral Travel and Accommodation Benefits for employees:

(a) *Travel Benefit*

(i) Transportation by scheduled air, bus or rail or equivalent self-transportation to and from the nearest locale equipped to provide the treatment required, when ordered by the attending physician or surgeon because, in their opinion, adequate treatment is not available locally.

(ii) Said transportation will not normally be provided to points beyond Vancouver, B.C. Reimbursement for transportation to a locale outside of B.C. will be limited to the lesser of:

- (1) the actual amount for such transportation, or
- (2) the amount which would have been paid if similar transportation were taken to Vancouver, B.C.

(iii) Transportation of an attendant for the patient being transported under (a) above, when ordered by the attending physician or surgeon.

(iv) (1) Accommodation and expenses in a commercial facility to a maximum of one hundred dollars (\$100) per day to a maximum of seven days.

(2) Accommodation expenses at a BC Cancer Agency's treatment centre for the duration of treatment.

(3) Accommodation expenses at a family care centre to a maximum of \$700 per trip.

(4) Accommodation expenses for an adult attendant when required on a referral up to a maximum of seven days at \$100.00 per day.

(v) Cab/bus fares to and from the airport in the region, between the destination airport and accommodation and/or location of treatment, up to a maximum of \$100 per trip.

(vi) When referred by the BCGEU or family physician of an employee participating in the Employee and Family Assistance Program, the cost of transportation and expenses as in (i), (ii), (iii) and (iv) in reference to an approved alcohol and drug rehabilitation institute, shall be reimbursed.

(b) *Payment of Benefits*

It is a condition for payment of benefits that the employee shall submit a completed claim form, receipts, a copy of MSP's letter of approval, and a referral card from the specialist or the attending physician or surgeon in respect of all eligible expenses, within 90 days of the date on which the expense was incurred.

Failure to submit claims within the 90 day period shall not invalidate any claim if the claim has been filed as soon as reasonably possible, and there were mitigating reasons for the delay.

(c) *Exclusions*

The following are not included in the aforementioned benefits: Expenses in respect of any injury, illness or condition for which care is provided, or hereafter may be provided, to the member or their dependents without cost, or at nominal charges by public authorities, or by a tax-supported agency, including services which are available under any *Workers' Compensation Act*, or by virtue of any statute, or from any government authority and expenses for which the Medical Services Plan of British Columbia is liable.

## ARTICLE 13 - PENSIONS

### 13.1 Public Service Pension Plan

The BCGEU agrees to make the appropriate employer contributions required under the Public Service Pension Plan on behalf of regular employees who are eligible for coverage and who become contributors to the said Public Service Pension Plan. Enrolment in the Public Service Pension Plan shall be as required by Public Service Pension Plan Rules.

### 13.2 Retirement Allowance

Upon retirement, an employee who has completed 20 years of service with the BCGEU and who, under the provisions of the Public Service Pension Plan is entitled to receive a pension allowance on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

The BCGEU will enrol the employee in the BCGEU's retiree dental plan to the end of the month in which they turn age 65.

### 13.3 Retirement Benefits

All employees who retire as per clause 13.1 shall receive premium subsidies for medical benefits while on PSPP benefits until age 65.

In no case will the BCGEU pay the premium for a benefit which is provided through one of the pension plans.

## ARTICLE 14 - WAGES AND ALLOWANCES

### 14.1 Classification and Wages

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly rate for such classification in accordance with the table of categories as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

### 14.2 New Positions

Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the BCGEU and the Union.

### **14.3 Increment Entitlement**

Employees shall progress automatically up the wage rate range for their classification in accordance with service in their position. Absence from work due to illness in excess of two months will not count as service towards an employee's next increment entitlement. Upon return to work an employee will become eligible for the increase by completing the service required.

### **14.4 Equal Pay**

Where an employee has the necessary qualifications and proven their ability to handle the work, there shall be no discrimination between women and men in the matter of appointments to vacant positions or in salaries for such positions. The BCGEU recognizes equal pay for equal work.

### **14.5 Basic Pay Rate**

Any employee working regularly on a combination of classifications shall be paid the basic pay rate of the highest classification worked.

### **14.6 Substitution Pay**

(a) An employee designated to substitute in or to perform the principal duties of a higher classification shall be paid at the higher basic rate for the period so employed. Designated substitutions shall be by seniority within the work units outlined in clause 18.10 and at Headquarters pursuant to clause 17.7 Substitution Procedure, provided the employee has the qualifications necessary to fulfill the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half day except that if an employee is required to work at a higher classification on a recurring basis, i.e., each day, each week, or each month, the higher basic rate of pay shall apply as provided in clause 14.5 foregoing.

(b) Payment for leave pursuant to Articles 8, 10 and 19 and clauses 9.2 and 9.3 will be made at the employee's basic pay rate, except that if an employee has been working in a higher classification for the majority of their regularly scheduled hours in the 60 days preceding their leave, the employee shall receive the higher rate.

(c) Where vacation relief is required, the BCGEU will give qualified regular employees the opportunity to substitute in higher paying positions and at Headquarters, pursuant to clause 17.7 Substitution Procedure.

### **14.7 Minimum Hours**

Any new employee hired who reports for work and is not put to work, shall be guaranteed a minimum of four hours pay.

### **14.8 Pay Days**

All employees shall be paid by direct deposit on a bi-weekly basis on alternate Thursdays. If a statutory holiday falls on a Thursday which is designated as a pay day, the pay day shall be the preceding day.

### **14.9 Relocation Expenses**

(a) Regular employees who are required to move from one geographic location to another at the request of the BCGEU, and who meet the conditions of (b) below, shall be entitled to the following:

(i) *Initial Trip to the New Location to Seek New Accommodation* - The BCGEU shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the BCGEU 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 BCGEU Financial Policy.

- (ii) the cost of moving their household effects and chattels up to a maximum of 8,165 kgs.;
  - (iii) legal fees to a maximum of \$900;
  - (iv) real estate mortgage penalties consisting of mortgage discharge fee to a maximum of \$75 and a mortgage payment penalty if any, and;
  - (v) hook up fees for utilities including sewer, water, power and cable to a maximum of \$200.
  - (vi) reimbursement for cost of transporting one personal vehicle at the rate in accordance with the BCGEU Financial Policy.
- (b) The expenses provided for in (a) above shall be paid if the following conditions are met:
- (i) the employee has successfully completed their trial period;
  - (ii) the expenses are incurred and submitted to the BCGEU for payment within 12 months of the effective date of relocation, and;
  - (iii) the expenses are not reimbursed from another source including Employment Insurance or the BCGEU of another family or household member.

#### **14.10 Computer Equipment Purchase**

Regular employees, upon completion of the initial probationary period, shall be entitled to an advance once every three years for the purpose of purchasing personal computer equipment. The advance shall be issued to the employee upon submission of proof of purchase in the 30-day period prior to applying for the advance. The advance will not exceed the actual cost or \$2,500 whichever is lesser.

The advance shall be repaid to the BCGEU through payroll deduction at a minimum rate of \$100 per pay for 25 pay periods. The rate of repayment shall be established such that the entire advance is repaid at the end of the fiscal year in which the advance is issued to the employee.

If an employee's employment is terminated prior to complete repayment of the advance, the BCGEU shall deduct any amounts outstanding from any payments owed by the BCGEU to the employee.

#### **14.11 Meal Allowance**

Employees shall be entitled to receive meal allowances in accordance with the BCGEU Financial Policy, however they shall not be lower than Breakfast - \$13.00, Lunch - \$15.00 and Dinner - \$28.50 when working away from their normal workplace.

#### **14.12 Shift Premiums**

The Parties hereto agree as follows:

Definition of shifts and shift premiums

(a) *Identification of Shifts*

- (i) *Day shift* - all hours worked on any shift which starts between 6:00 a.m. and 9:00 a.m. inclusive;
- (ii) *Afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 4:00 p.m. inclusive;

- (iii) *Night shift* - all hours worked on any shift which starts between 9:00 p.m and 11:00 p.m. inclusive.
- (b) *Shift Premiums*
  - (i) 55¢ per hour for afternoon shift;
  - (ii) 65¢ cents per hour for night shift.
- (c) Where operational requirements necessitate the BCGEU to implement shifts, consultation will take place prior to such a change with COPE and the steward. Operational requirements would be defined as major contract negotiations or major disputes with an employer. Five working days notice will be given of any change in work schedules.

## ARTICLE 15 - CLASSIFICATIONS

### 15.1 Salary Protection

Any employee whose position is reclassified to one with the lower salary through no fault of their own, shall receive 50% of the negotiated salary increase applicable to the employee's new classification. This shall be known as the employee's "*out-of-line differential*". Such employee shall receive the full negotiated salary increase when the maximum salary of their classification equals or exceeds the salary which they are receiving.

### 15.2 Salary Determination

- (a) Where a new position is created or an existing position is substantially modified, the BCGEU will provide the Union with a new or changed job description. The Union and the BCGEU shall meet within 30 days to negotiate the salary for the new or substantially modified job if the Union does not agree with the salary established by the BCGEU.
- (b) If the BCGEU and the Union are unable to agree on a salary for the new or substantially modified job, the matter of the salary may be referred to the dispute resolution mechanism below.

### 15.3 Appeal of Current Duties and Salaries

Employees may bring any issues around their duties, responsibilities and ranking to the Joint Labour Management Committee. If the parties are unable to resolve the issues at the Joint Labour Management Committee, such issues may be referred to the dispute resolution mechanism below.

### 15.4 Classification Review Response Dispute Resolution Mechanism

If the Union and the BCGEU are unable to reach an agreement on new or a substantially modified position, or an issue referred pursuant to clause 15.3 above, the matter may be referred to a Classification Referee within 30 days for a binding decision.

### 15.5 Job Ranking System

*Note: All employees who as a result of the ranking system fall into a lower wage level, shall be green circled as long as they remain in their current position.*

## CASUAL/TEMPORARY

(Level 1)

- *Temporary employees* – overload work (e.g. filing, mail stuffing)

**ADMINISTRATION CLERKS****(Level 2)**

- *Administration - Mail Centre Clerk:* Duties may include processing mail, kit preparation, photocopying, answering phones, provide switchboard relief, operating office and mail centre equipment, typing lists, envelopes, memos and labels, keying in information, stuffing envelopes.

**ADMINISTRATION SUPPORT****(Level 3)**

- *Administration*
  - File Registry Clerk
  - Mail Centre Clerk
  - Switchboard/Receptionist
  - Membership Records Clerk
- *Negotiations – Secretary*
- *Finance – Clerk – overload work*
- *Advocacy – Secretary*
- *Field Services – Temporary employees*
- *Organizing & Field Services*
  - Secretary – Organizing
  - Secretary – Victoria Area Office
  - Receptionist – Victoria Area Office
  - Secretary – Lower Mainland Area Office
  - Receptionist – Lower Mainland Area office
  - Receptionist – Fraser Valley Area Office
- *Research, Campaigns & Communications – Secretary*

Duties may include maintaining files, statistics and records; answering general enquiries; receiving and distributing mail; operating switchboard; typing documents including forms, correspondence, agreements and reports from longhand, draft, dictaphone or shorthand; drafting replies to general correspondence; signing routine correspondence; making appointments and travel arrangements; taking minutes of meetings; maintaining files, logbooks, statistics and records; proofreading and correcting documents; operating office and mail centre equipment including photocopiers; updating and maintaining database information and producing reports; responding to general enquiries and complaints.

**SENIOR ADMINISTRATION CLERKS****(Level 4)**

- *Secretary – Facilities/Administration*
- *Membership Records Clerk*
- *Senior Mail Centre Clerk*

In addition to the standard Administration support departmental duties other additional duties may include updating and maintaining database files; verifying rosters, maintaining security codes and assisting with area office codes; calculating strike pay and maintaining and keeping up to date some accounts in the mailroom.

**EXECUTIVE, ADMINISTRATION AND FIELD SERVICES SUPPORT****(Level 5)**

- *Executive – Secretary*
- *Finance Clerk*
- *Librarian*
- *Secretary – Conventions, Conferences & Travel*
- *Organizing & Field Services*
- *Secretary – Areas 02, 04, 05, 06, 07, 08, 09, 10, 11, 12*
- *Resource Centre Operator*

Duties may include compiling reports and statistical data; performing bookkeeping duties; typing documents including forms, **call notes**, correspondence, agreements and reports from longhand, draft, dictaphone or shorthand; replying to general correspondence for own or other signature; responding to general enquiries and complaints; setting up and maintaining records and files for a particular area, **member referral to online resources**

**SENIOR DEPARTMENTAL CLERK****(Level 6)**

- *Advocacy*
- *Negotiations*
- *Mail Centre*
- *Membership*
- *Field Services, Areas 01, 03 and 04*

In addition to duties above, Senior Departmental Clerks' duties may include assigning non-routine work; monitoring and reporting performance problems; reassigning work to resolve conflicting priorities; monitoring training/orientation of new employees; circulating vacation schedules; reporting to supervising CEP representative.

**SENIOR DEPARTMENTAL CLERK****(Level 7)**

- *Finance – effective April 7, 2010*
- *Resource Centre*

In addition to duties above, Senior Departmental Clerks' duties may include assigning non-routine work; monitoring and reporting performance problems; reassigning work to resolve conflicting priorities; monitoring training/orientation of new employees; circulating vacation schedules; reporting to supervising CEP representative.

**INFORMATION TECHNOLOGY (IT) SUPPORT****(Level 7)**

- *Administration – IT Services:*

Duties may include training staff on software programs; providing PC and user support; assisting users with software applications, database and technical support; installing software and hardware.

## ARTICLE 16 - REGULAR SENIORITY

### 16.1 Seniority Defined

- (a) Seniority shall mean length of continuous service as an employee with the BCGEU and as a member in good standing of COPE 378 including the seniority as provided in Clause 5.3.
- (b) Regular part-time employees will be credited with seniority on a pro rata basis in accordance with time worked.

### 16.2 Loss of Seniority

Regular employees shall lose their seniority only if they:

- (a) terminate employment with the BCGEU;
- (b) are discharged for just cause or terminated pursuant to proper application of this agreement;
- (c) are laid off for a period exceeding the specified recall period of one year.

### 16.3 Return to Bargaining Unit

- (a) An employee who terminates service with the BCGEU and subsequently returns shall be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit, except that 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 benefit contributions.
- (b) An employee who accepts a position with the BCGEU which is outside the COPE 378 bargaining unit and who returns to the unit within one year shall be placed in their former position or in a position of equal rank and basic pay and shall retain previous seniority, provided the COPE 378 minimum dues have been paid. The one year period may be extended by mutual agreement between the Union and the BCGEU.
- (c) The BCGEU agrees to notify an employee who accepts a position outside of the COPE bargaining unit that, upon their return to the bargaining unit, their former position may not be available to them.

### 16.4 Seniority on Recall

An employee laid off and placed on the recall list under clause 18.5 will be credited with unbroken seniority upon recall within the recall period.

### 16.5 Seniority List

The BCGEU shall maintain a seniority list showing the seniority of each employee in the bargaining unit, including hire date, seniority date and classification. Such list shall be posted on the intranet and a copy sent to COPE 378 union office by January 31<sup>st</sup> of each year.

### 16.6 Seniority for Periods of Leave

An employee on leave of absence under clause 9.6 shall not accrue seniority for periods of leave in excess of 30 calendar days, but shall retain seniority earned prior to that time upon return from such leave.

### **16.7 Bridging of Service**

If a regular employee terminates and is re-employed as a regular employee, 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 three years of service seniority at time of termination;
- (b) the break in service shall be for no longer than six years;
- (c) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## **ARTICLE 17 - HIRING, PROMOTION AND TRANSFER**

### **17.1 Rights**

The Union recognizes the right of the BCGEU to hire, promote and transfer subject to the provisions of this Agreement and the right of the Union or the employee to grieve as provided in Article 24.

### **17.2 Vacancies/Transfers**

- (a) Vacancies of a regular nature, positions of a temporary nature with an expected duration of three months or more, excluding trial periods, or new positions that are to be filled within the bargaining unit shall be posted in the office within which they occur for a period of five working days except where an employee on leave of absence under clause 9.9 meets the criteria as outlined in clause 9.9(e). The vacancy notice shall indicate the position classification. Copies of the posting shall be forwarded to the steward, the Union and all other work units outlined in clause 18.10.
- (b) Suitable regular employees applying from within the bargaining unit shall be given preference over outside candidates.
- (c) The BCGEU agrees to advise the COPE 378 Union Office before beginning a search for new employees outside the bargaining unit.
- (d) The BCGEU will not invoke a lateral transfer of an employee between offices as outlined in clause 18.10.
- (e) Notwithstanding (d) above, employees may either express an interest in a lateral transfer or may apply on a posting which would result in a lateral transfer. Such application(s) will be assessed pursuant to clause 17.5(a). It is clearly understood that the BCGEU retains the discretion to laterally transfer employees within offices without posting.

### **17.3 Appointment Letter**

A letter of appointment shall be given to each new employee stating their employment status, classification and basic pay rate. A copy of this letter shall be forwarded to the steward and the Union.

### **17.4 Probationary Period**

All new employees shall be considered probationary for the first six months of employment. The probationary period must be served in the position on which the applicant was successful, except by mutual agreement. Seniority will be effective from the first day of employment.

### 17.5 Promotions and Postings

- (a) All job selections for positions which are posted shall be made on the basis of knowledge, skills, experience and seniority. All factors shall be weighted equally.
- (b) In the event two or more employees have the same relative knowledge, skills, and experience, seniority shall be the deciding factor.
- (c) Upon promotion, an employee shall be paid the rate of the higher classification which recognizes the employee's maximum length of service with the BCGEU.
- (d) On written request, the BCGEU shall give an unsuccessful applicant, in writing, full reasons why the employee was not successful, no later than fourteen days after the request was made.
- (e) *Trial Period*

An employee promoted to a higher classification or transferred to another position within the bargaining unit shall be working on a trial period for three months. Conditional on satisfactory service, the promotion shall become permanent upon completion of the trial period. Should the employee prove unsatisfactory in the position during the trial period, or be unable to perform the duties of the new classification, the employee shall be returned to their former position without loss of seniority and shall be paid their former salary plus any increments to which they may have become entitled had they not been promoted. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position and the foregoing seniority and salary policy shall apply.

### 17.6 Union Observer

COPE 378 shall notify the appropriate Director that a request for a Union Observer has been made as soon as possible after a posting closes. The President of the Union or their designate may sit as an observer on a selection panel, including panel deliberations for positions in the COPE 378 bargaining unit. The observer shall be a disinterested party. Leave with pay shall be granted for the attendance of an observer where no travel is required, if reasonable notice is provided. The BCGEU is not responsible for expenses incurred by the observer. The BCGEU will make a reasonable effort to coordinate interview scheduling with the Union Observer's calendar.

### 17.7 Substitution Procedure

Temporary vacancies of up to three months duration or trial period vacancies may be filled by a lateral transfer or by substitution in the vacancy by employees classified at a lower level.

In such cases, the senior qualified **regular** employee in the Coordinator's department, within the next lower classification shall receive the first opportunity. If declined, the next senior qualified employee in the classification and department shall have the opportunity. If declined by all senior qualified employees in the classification and department, the opportunity will be given to the next most senior qualified employee within the next lower classification and so on.

Where no one qualified in the department is interested in the substitution opportunity, the same procedure will be followed amongst employees in other departments in the same geographic location.

In the Executive area, substitution opportunities will be given to employees within the respective Director's departments.

Victoria is considered to be one department for the purposes of substitution.

## ARTICLE 18 - LAYOFF AND RECALL

### 18.1 Pre-Layoff Canvass

In the event that it is necessary to issue a layoff notice, COPE 378 shall be notified at the same time as layoff notice is provided to staff affected. The purpose of this notice is to provide the BCGEU and COPE 378 with an opportunity to canvass the bargaining unit and determine if there are members who wish to resign with severance as provided in clause 18.4(b).

### 18.2 Layoff Options

If reduction of office staff is necessary, the BCGEU shall meet with the COPE 378 Union Representative and the following procedure shall be adopted:

- (a) The employee with the least amount of seniority in any classification will be the first laid off from the job, but they may displace an employee in the same or lower labour grade with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classifications, providing such employees have the necessary qualifications and seniority.
- (b) Notwithstanding the above provisions, temporary employees shall be laid off prior to regular employees.
- (c) Layoff shall occur by layoff and recall units as outlined in clause 18.10.
- (d) Employees given notice of layoff shall have the following options:
  - (i) Elect to exercise layoff options as in clause 18.2(a) above; or
  - (ii) Elect severance pay as per clause 18.4 below
  - (iii) Elect to be placed on the recall list.
- (e) In the event of an area office closure, employees displaced by such closure shall have the following options:
  - (i) bump a more junior person in the same or lower classification from the BCGEU Burnaby Headquarters as outlined in clause 18.10, provided they have the qualifications to satisfactorily perform the job within a reasonable period of time; or
  - (ii) elect severance pay in accordance with clause 18.4.

### 18.3 Notice

All regular employees shall be given four weeks notice of layoff or one month's basic pay in lieu of notice.

### 18.4 Severance Pay

- (a) An employee may opt for severance pay on the date the layoff was scheduled to occur, in which case they shall be deemed to have resigned.
- (b) A regular employee who has selected severance pay pursuant to this Article shall be entitled to severance pay in an amount equal to three weeks pay for every year of service or major part thereof, to a maximum of 52 weeks.

### 18.5 Recall List

- (a) Any regular employee with six months or more service, who is laid off due to lack of work or redundancy, shall be placed on the recall list for a period of one year.

- (b) Recall shall be pursuant to the recall and layoff units as outlined in clause 18.10.

#### **18.6 Recall**

Notice of recall to an employee who has been laid off shall be made by registered mail to the employee with a copy to the Union. The employee must respond to such notice within 10 days of receiving it or possibly lose rights of seniority and recall. However, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby.

#### **18.7 Recall Rights**

Employees on the recall list shall have first rights to any vacancy in their former classifications or to a similar classification for which the employee is qualified, and the BCGEU will not hire for or promote to such a classification while an eligible employee is on the recall list.

#### **18.8 Benefits While on Recall**

All medical, dental, and extended health benefits coverage shall continue for the remainder of the calendar month that the layoff occurs and thereafter the laid off employee may remain on these benefits at no cost to the BCGEU for the duration of the recall period.

#### **18.9 Recall Reinstatement**

Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a layoff period.

#### **18.10 Layoff and Recall Units**

- BCGEU Headquarters (includes Lower Mainland Area Office)
- Victoria Area Office (includes Victoria Headquarters)
- North Island Area Office
- Fraser Valley Area Office (includes Fraser Valley Headquarters)
- Kamloops Area Office
- Okanagan Area Office
- East Kootenay Area Office
- West Kootenay Area Office
- Cariboo Area Office
- Peace River Area Office
- Prince George Area Office
- Northwest Area Office

## ARTICLE 19 - DISCHARGE AND TERMINATION

### 19.1 Discipline

- (a) No employee shall be disciplined without just cause. The BCGEU will provide the employee with written reasons for the disciplinary action being taken at the time the discipline is imposed, and a copy shall be forwarded to the Union Representative. For the purposes of this article, discipline shall include, but not be limited to, reprimand, demotion, suspension or discharge.
- (b)
  - (i) Should an employee be suspended or dismissed, the matter shall be arbitrated within 48 hours of the implementation of the suspension or dismissal. In such cases, the matter in dispute will bypass the normal grievance procedure and proceed directly to arbitration.
  - (ii) The employee suspended or dismissed shall remain on pay and at work until the arbitrator has determined whether or not the suspension or dismissal is with just cause.
  - (iii) Should the arbitrator rule the suspension or dismissal is without cause, the remedy imposed shall be final and binding.
  - (iv) The arbitrator shall issue their award within 48 hours of the conclusion of the hearing.
  - (v) Should the arbitrator fail to issue the award within 96 hours of the dismissal or suspension being issued, the BCGEU may implement the suspension or dismissal on an interim basis until the award is issued by the arbitrator.
- (c)
  - (i) Notwithstanding (b)(ii) above, the BCGEU may remove the employee from active duty pending resolution of the suspension or dismissal if the continued presence of the employee at work jeopardizes the ability of the BCGEU to provide appropriate service to its members or if the employee's continued presence presents the risk of vexatious behaviour or disruption to BCGEU operations.
  - (ii) In the instances outlined in (c)(i) above, the employee shall continue to receive their regular pay and benefits, unless the circumstances in (b)(v) above apply.
- (d) The Parties shall use an arbitrator from the agreed list in Appendix "C" of this Agreement and the arbitrators on the list shall be ones who accept the provisions and time limits prescribed in (b) above.
- (e) In all cases of discipline, the burden of proof of just cause will rest with the BCGEU.

### 19.2 Payments Upon Termination

An employee whose employment is terminated by the BCGEU as set forth in clause 19.1 shall be paid all vacation credits and salary due upon such termination of employment.

### 19.3 Unjust Discipline

If, upon joint investigation by the Union and the BCGEU or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly disciplined, such employee, subject to the award of the said arbitrator or pursuant to the mutual findings of the Union and the BCGEU, shall have their discipline amended as determined by the arbitrator or mutual findings of the Parties..

### 19.4 Termination Notice

If a regular employee is terminated, except as provided in clause 19.1, said employee shall receive two weeks written notice immediately prior to the date of termination, or the equivalent in basic pay. If

notice is given prior to the vacation period of any employee, such employee shall receive two weeks basic pay in addition to vacation pay to which the employee is entitled, plus all other benefits.

#### 19.5 Resignation Notice

If an employee resigns without giving two weeks written notice, such employee shall forfeit all their benefits.

#### 19.6 Right to a Steward

(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 the supervisor **intends to interview an employee for disciplinary purposes, the supervisor** shall make every reasonable 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 any undue delay in 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) In an area office where it is not possible to have a steward present at an interview which is the basis for disciplinary action, the COPE member shall be informed in advance that they have the right to arrange a conference call between themselves, the supervisor, and a business representative of the Union for the purpose of conducting the interview, providing that this does not result in any undue delay in the appropriate action being taken. The cost of such calls shall be the responsibility of COPE.

(c) **A steward shall have the right to consult with a COPE 378 Union Representative and to have a COPE 378 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 any undue delay in the appropriate action being taken.**

#### 19.7 Job Performance

(a) When an employee's job performance demonstrates the existence of a problem, the employee's supervisor in consultation with the appropriate Coordinator/Director, shall discuss the employee's performance in detail with the employee privately and/or in conjunction with a Union representative.

(b) If the employee's job performance continues to deteriorate, the employee's Coordinator/Director, shall discuss the employee's job performance in detail with the employee in conjunction with the Union representative.

(c) The BCGEU will provide a written notice to the employee, with a copy to the Union office, outlining the inadequacies.

(d) The supervisor and the employee will work together in an endeavour to raise the employee's performance to an acceptable level of competency and the employee will be apprised of their progress.

#### 19.8 Personnel File

(a) An employee shall be entitled to review the contents of their personnel file in the office in which the file is normally kept. Where it is not possible, the office steward may examine the record on behalf of an employee provided they have written authorization from the employee to do so.

(b) The BCGEU agrees to inform an employee of any documents placed on their file which may be the basis of disciplinary action. In the event an employee disputes any such entry in their file, the grievance procedure shall apply. Upon the employee's request, any disciplinary documentation shall be removed from the employee's personnel file after 18 months from the date of issue provided there has not been a further infraction of a similar nature.

### **19.9 Workload**

The Employer agrees to make every reasonable effort to ensure that the workload is fairly distributed amongst employees within the same job classification, department and headquarters.

Where COPE 378 has reason to believe that workload is not fairly distributed, as described above, the matter will be referred to the Senior Departmental Clerk, Coordinator or designate for resolution before a grievance is initiated.

## **ARTICLE 20 - TECHNOLOGICAL OR PROCEDURAL CHANGES**

### **20.1 Notice of Intent**

Wherever possible, the BCGEU will provide the union with six months notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of classification. Technological change shall not include normal layoffs resulting in a decrease in the amount of work to be done.

### **20.2 Retraining**

Employees becoming redundant due to new equipment or procedures shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be provided by the BCGEU without loss of pay to the affected employees.

### **20.3 Termination/Recall**

In cases where the retraining of employees is not practical, or where other positions with the BCGEU are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Article shall receive all the benefits they had accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

### **20.4 Extension of Recall**

A specified extension of the recall period, where recall is applied under clause 20.3, may be mutually agreed by the employee and the BCGEU, subject to written approval by the Union.

### **20.5 No Reduction**

The BCGEU agrees that it will not reduce the bargaining unit work force due to the introduction of new technology.

## **ARTICLE 21 - MISUSE OF MANAGERIAL/SUPERVISORY AUTHORITY AND HARASSMENT**

### **21.1 Employee Rights**

COPE and the BCGEU recognize the right of employees and members to work in an environment free from misuse of managerial/supervisory authority or harassment and the BCGEU undertakes to discipline any employee or full-time officer engaging in this type of conduct.

### **21.2 Definitions**

- (a) (i) 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 to reasonably be known to be inappropriate.

- (ii) Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the BCGEU'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.
- (b) Sexual harassment shall include, but not be limited to:
  - (i) sexual solicitation, comments or advances made by a person who knows or ought to know it is unwelcome; or
  - (ii) a reprisal or threat of reprisal by someone exercising authority after a sexual solicitation, comment or advance is rejected.
- (c) Personal harassment shall include but not be limited to any behaviour at or related to the workplace which creates an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating environment.
- (d) It is acknowledged that sexual harassment and personal harassment can occur between any employees, whether or not there is a supervisory relationship.

### **21.3 Confidentiality**

Allegations of misuse of authority or harassment may involve sensitive disclosures. Strict confidentiality is required so as to ensure that those who may have been harassed feel free to come forward, and to also ensure that the reputations and rights of both the complainant and the respondent may be protected.

### **21.4 Informal Procedure**

Before proceeding to the formal complaint mechanism, an employee who believes they have a complaint of harassment may approach their supervisor, COPE 378 steward or Human Resources designate 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.

### **21.5 Formal Procedure**

- (a) A formal written complaint, where initiated, must be filed, within 60 days of the alleged occurrence to the COPE 378 Union Representative or designate. Within five workdays of receipt of the complaint, they shall notify the BCGEU President or designate in writing that a complaint has been received and provide the names of the complainant and the respondent(s).
- (b) The complainant shall have the right to seek remedial action pending the disposition of the complaint and the respondent shall have the right to receive a copy of the allegations and to be given a full opportunity to respond to them. Where the complainant seeks to discontinue contact with the respondent and the latter is a member of COPE 378, the BCGEU shall fully discuss the matter with COPE 378 to reach an agreement on accommodation of the request which may include a reassignment within the same geographic area, an alteration to the reporting structure or other suitable option agreed to by the Parties to this Agreement. The complainant shall not be reassigned or transferred against their will.
- (c) Both the complainant and the respondent (if a member of COPE 378) shall be advised of the purpose of all meetings convened during the course of the investigation.
- (d) The BCGEU shall conclude its investigation of the complaint within ten working days of receiving it. An extension for the investigation period may be requested of, and may be granted by, COPE 378. The extension, if granted, shall not, in any event, be longer than 21 days from the date of receipt of the written complaint.

(e) The BCGEU's designate shall complete a written report within five working days of the completion of the investigation. The complainant, the respondent, and COPE 378 shall be apprised of the recommendation(s) and/or action(s) to be taken.

#### **21.6 Referral to Grievance Procedure**

(a) Where the complainant or the respondent is not satisfied with the final disposition of the matter, the dissatisfied Party may initiate a grievance commencing at Step 2 of the grievance procedure within five working days of receipt of the BCGEU's report.

(b) Where such a grievance has been initiated, the BCGEU agrees to fully disclose to COPE 378 or designate, all relevant information gathered during the course of its investigation. COPE 378 shall provide to the BCGEU, the facts upon which it relies in advancing the matter.

(c) If the matter is not resolved during the grievance procedure, COPE 378 may file the grievance at expedited mediation/arbitration. The Parties will agree to appoint a single mediator/arbitrator within five days of the complaint being filed at mediation/arbitration. The agreed mediators/arbitrators are Judi Korbin and Rod Germaine. The mediator/arbitrator will hear and conclude the matter in an expeditious manner.

(d) The foregoing provisions do not preclude an employee from filing a complaint pursuant to Section 8 of the *B.C. Human Rights Code*, however an employee is not entitled to duplication of process.

#### **21.7 Personal Duties**

An employee will not be required to perform duties of a personal nature for the BCGEU or its representatives.

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

#### **22.1 Statutory Compliance**

(a) The Union and the BCGEU 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.

(b) The BCGEU agrees to provide reasonable facilities with such comforts as are deemed necessary for congenial working conditions in accordance with the *Workers' Compensation Act*. The BCGEU further agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.

(c) The BCGEU agrees to abide by the Workers' Compensation Board Occupational Health and Safety Regulation regarding workplace safety and ergonomics.

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

The parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. To this end, a Joint Occupational Health and Safety Committee will be established as required by WCB Regulations and will operate as outlined below.

(a) The Committee shall consist of an equal number of worker representatives (including COPE 378 members) and BCGEU representatives.

(b) The Committee will function in accordance with the *Workers' Compensation Act* and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committee shall be recorded on a mutually agreed to form and shall be sent to the COPE 378 Union office and the BCGEU.

(c) Unresolved issues from worksites without a Safety Committee may be referred to the Headquarters Joint Occupational Health and Safety Committee for consideration.

(d) Employees who are representatives of the Joint Committee shall not suffer any loss of basic pay for time spent attending Committee meetings, or in carrying out other duties in accordance with WCB Regulations.

(e) Committee meetings, training and other Committee business shall be scheduled during normal working hours whenever practicable.

### 22.3 Unsafe Work Conditions

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

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

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

### 22.4 Video Display Terminals

#### (a) Eye Examinations

Employees who are required to work with Video Display Terminals for a majority of their daily work time shall be entitled to the following:

- (i) eye examination by an Ophthalmologist/Optomtrist of the employee's choice once per year;
- (ii) the BCGEU shall grant leave of absence with pay for employees to have such tests and the BCGEU shall assume the costs of such test where such costs are not covered by insurance;
- (iii) if "*special glasses*" are required, the BCGEU will provide Bolle, Comput-Irex, VDT glasses, either clip-ons or glasses, on request.

#### (b) Rest Breaks

Employees who operate Video Display Terminals on a continuous basis shall be entitled to two 10 minute rest breaks per work day to be scheduled by agreement at the local level.

#### (c) Pregnancy

A pregnant employee shall not be required to operate a Video Display Terminal. Such employees may elect to take alternative work which shall be offered by the BCGEU, or the employee may elect to take an unpaid leave of absence.

(d) Where in the opinion of the operator's doctor the work is in any way detrimental to their health or wellbeing, the employee may request a review of the job duties. The BCGEU will endeavour to assign the VDT Operator an alternate position within the same classification or to alternate duties.

(e) *Equipment and Work Environment*

The BCGEU agrees to maintain VDT equipment and the work environment in accordance with standards established by the Ministry of Labour.

(f) The BCGEU shall ensure that new equipment has adjustable keyboards and screens.

## 22.5 Occupational First Aid Requirements and Courses

(a) COPE 378 and the BCGEU agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. Sufficient copies of the WCB Industrial Health and Safety Regulations as well as the First Aid Regulations made pursuant to the *Workers Compensation Act* shall be maintained at each work location.

(b) Where the BCGEU requires an employee to perform first aid duties in addition to their normal requirements of the job, the cost of obtaining and renewing the occupational first aid certificate shall be borne by the BCGEU and leave to take the necessary courses shall be granted with pay. **Opportunities to obtain these certificates will be made in order of seniority, if an opportunity is provided within the bargaining unit. The BCGEU shall make every reasonable effort to offer an opportunity to a female and a male when choosing the regular employees to become designated First Aid Attendants.**

(c) An employee taking the Occupational First Aid course, shall be granted one day leave with pay for each week of the course, in recognition of the homework that has to be done. An additional "study" day off will also be taken or granted in lieu of preparation for the examination. All leave under this article must be taken in conjunction with the course being completed.

## 22.6 First Aid Attendant Allowance

(a) The person(s) designated as First Aid Attendant(s) shall receive a pay differential of \$45 per biweekly period.

(b) The allowance shall be prorated for partial months. Employees designated to act as the Occupational First Aid Attendant in addition to their normal duties will receive the full allowance while on approved leave with pay of up to 80 hours or while on vacation leave with pay.

(c) Where the BCGEU has an additional requirement for a First Aid Attendant on a temporary basis and the employee acts as the First Aid Attendant for a minimum of 48 hours in any pay period, they shall receive the full biweekly allowance.

(d) The BCGEU will designate temporary First Aid Attendants from those regular employees holding an appropriate Occupational First Aid Certificate. These designations are in addition to the normal job requirements and are made in order of seniority, **in accordance with clause 22.5(b).**

## 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 the day without deduction from short term illness 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 BCGEU. The BCGEU shall ensure that adequate arrangements are made for the employee to return to the job site or current local accommodation, whichever is the most appropriate to the employee's condition. Transportation will be provided or paid by the BCGEU.

## **22.9 Unresolved Safety Issues**

The Joint OH&S Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

## **22.10 Investigation of Accidents**

(a) Pursuant to WCB Occupational Health and Safety Regulations, all accidents involving COPE 378 members shall be investigated jointly by at least one appointed representative of the BCGEU and one COPE 378 Union Representative.

(b) Reports shall be submitted on a mutually agreed investigation form and copies sent to:

- Workers Compensation Board
- Joint Occupational Health and Safety Committee
- BCGEU designate
- COPE 378 Union Representative

(c) In the event of a fatality, the BCGEU shall immediately notify the COPE 378 President or COPE 378 Union Representative of the nature and circumstances of the accident and arrange for a joint investigation as soon as possible.

## **22.11 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.

(b) Where such potential exists:

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

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

(c) 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.

## **ARTICLE 23 - GENERAL**

### **23.1 Tuition Fees**

A regular employee may qualify for reimbursement of tuition fees for a course taken to upgrade their skills providing the following conditions are met:

(a) they are a regular employee upon enrolment in such course;

(b) an application is submitted to and written approval obtained from the BCGEU prior to their registration in such course;

(c) the course taken is directly related to their present position and/or promotional path within the bargaining unit; and

(d) The course is taken at a recognized accredited higher educational institution, business or vocational school, or technical institution.

The employee shall initially pay the tuition fees and qualify for reimbursement on proof of successful completion of such course.

(e) An employee shall be granted leave without loss of regular pay to take courses at the request of the BCGEU. The BCGEU shall bear the cost of tuition, entrance or registration fees, course required books (which shall become the property of the BCGEU), travel, subsistence and other expenses, pursuant to the current financial policies of the BCGEU.

### **23.2 Training**

The BCGEU shall provide training to employees who are required to use hardware or software assigned to them by the BCGEU.

### **23.3 Use of Personal Vehicle**

Mileage will be paid to employees required to use their own vehicles for BCGEU business. The rate of compensation will be pursuant to the BCGEU's financial policy.

### **23.4 Transportation of Employees**

Transportation will be provided to employees who are required to work beyond their normal working hours and who must travel to or from their home during the hours between 10:00 p.m. and 6:00 a.m. if public or other transportation is not conveniently available. The costs of commercial transportation will be reimbursed upon presentation of receipts.

### **23.5 Job Share**

The Parties agree to a Job Share Arrangement as provided for in Appendix "B" of this Collective Agreement.

### **23.6 Joint Labour/Management Committee**

(a) A Labour/Management Committee shall be established, consisting of a maximum of three bargaining unit members and the Union Representative and an equal number of representatives of the BCGEU.

(b) The Labour/Management Committee shall concern itself with matters of the following general nature:

(i) To discuss and to attempt to resolve problems and complaints affecting either Party to this Agreement in a cooperative endeavour to promote a harmonious relationship between the BCGEU, the employees and the Union.

(ii) The Labour/Management Committee shall consider and review training needs of employees and career planning, trends in education, employee development, as well as any other training issues.

(c) *Minutes*

Minutes shall be kept of all meetings of the Labour/Management Committee and a copy provided to each Committee member, the BCGEU and the Union.

(d) *Attendance*

It is agreed that the Union Representatives of the Labour/Management Committee, when required to attend during their work period, will be granted leave with pay to attend. Expense reimbursement for

the members of the Union's committee, including travel time, shall be the responsibility of COPE Local 378.

## ARTICLE 24 - GRIEVANCE AND ARBITRATION PROCEDURE

### 24.1 Grievance Defined

"Grievance" means any difference or any dispute between the persons bound by the agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this agreement, including a question of whether a matter is subject to arbitration. All grievances will be resolved without stoppage of work by one of the following procedures:

### 24.2 Right To Grieve

Any employee who considers himself aggrieved shall have the right to initiate and to process a grievance under this agreement, subject to the consent of COPE 378.

### 24.3 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 between the Parties within 60 days of becoming aware of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration as set out in this article.
- (b) Unless agreed by the Parties, this article shall not be used by COPE 378 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.

### 24.4 Procedure

The Parties to this agreement agree that it is important to resolve grievances as quickly as possible. It is the intent that every effort will be made at each stage of the Grievance Procedure to resolve the grievance.

All grievances or disputes resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the BCGEU and the employees covered thereby shall be handled in the following manner:

A grievance filed by an employee shall commence with Step 1.

#### (a) Step 1

- (i) Any grievance must be filed within 20 days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee or if the nature of the grievance prevents such filing.
- (ii) The grievance shall be submitted in writing, with a copy to COPE 378, signed by the aggrieved employee, to the office steward, who will present such grievance to the BCGEU designate at Step 1, who will give it prompt attention. The union officer or steward and the BCGEU designate shall hold a meeting to examine the facts and the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (iii) Within 14 calendar days of receipt of such Step 1 grievance, the meeting provided for above may take place in person or by telephone/video conference.

(iv) In offices where there is no office steward, the grievance shall be presented in writing, with a copy to COPE 378 signed by the aggrieved employee, to the steward of their choice, who will then take up the grievance as set forth in this Article.

(v) The BCGEU designate at Step 1, following discussion with Human Resources, will render a decision in writing to the steward with a copy to the employee and COPE 378, within 20 calendar days of the date of the discussion at Step 1. The written settlements at Step 1 will be without precedence.

(b) *Step 2*

(i) If no agreement can be reached in the grievance at Step 1, the matter may be referred to the BCGEU designate at Step 2. The grievance shall be submitted in writing, by COPE 378 within 20 days of receiving the BCGEU's written response at Step 1 or within 20 days of that response being due. The BCGEU designate at Step 2 shall respond to COPE 378 within 20 days of receiving COPE 378's written referral to Step 2.

(ii) COPE 378 will present such grievance to the BCGEU designate at Step 2, who will give it prompt attention. The union officer or steward and the BCGEU designate shall hold a meeting to examine the facts and the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(iii) Within 20 calendar days of receipt of such Step 2 grievance, the meeting provided for above may take place in person or by telephone/video conference.

(iv) The BCGEU designate at Step 2 will render a decision in writing to COPE 378 within 20 calendar days of the date of the discussion at Step 2.

(v) The processing of any grievance may begin at Step 2 by mutual agreement.

(c) *Step 3*

If no agreement can be reached within the time limit set out in Step 2, the matter may be referred to the arbitration procedure as outlined in this Article. The grievance shall be submitted to arbitration within 20 days of receiving the BCGEU's written response at Step 2 or within 20 days of that response being due.

#### **24.5 Extension of Time Limits**

The time limits herein set forth may be extended by mutual agreement between COPE 378 and the BCGEU, but the same must be in writing.

#### **24.6 Exchange of Information**

The Parties agree to provide each other with information relevant to the issue in dispute, in a timely manner. The exchange of such information is intended to assist the Parties in resolving the dispute and is not intended to interfere with the legal rights of either Party to prepare for or present a grievance at an arbitration hearing.

#### **24.7 Attendance of Grievor at Grievance Meetings**

The aggrieved employee may be present at any or all steps of the grievance procedure if they desire without loss of basic pay. This may take place in person or by telephone/video conference.

#### **24.8 No Deviation from the Grievance Procedure**

- (a) The BCGEU agrees that, after a grievance has been initiated by COPE 378, the BCGEU'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 COPE 378.
- (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 COPE 378 agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) 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.

#### **24.9 Arbitration**

If a grievance or dispute is not settled, it may then be referred to a single arbitrator as follows:

- (a) The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Step 3.
- (b) The Parties to the dispute will thereupon meet to decide upon an arbitrator. Failing agreement on this within 10 days of such notice or in the event one of the Parties declines the procedure, notice of arbitration may be given by either Party.
- (c) Upon agreed appointment of an arbitrator, the arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within 15 days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.
- (d) Each Party shall pay their own costs and expenses of the arbitration and one-half the remuneration and disbursements or expenses of the arbitrator.

### **ARTICLE 25 - DURATION**

#### **25.1 Term of Agreement**

This Agreement shall be in full force and effect on and after the 1<sup>st</sup> day following ratification to and including the March 31, 2014, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least 60 days prior to the March 31, 2014 or 60 days prior to March 31<sup>st</sup>, in any year subsequent thereto.

#### **25.2 Exclusion from Section 50(2) of the Labour Relations Code**

It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) of the *Labour Code of British Columbia*.

#### **25.3 Effective Date of Agreement**

The provisions of this Agreement shall come into full force and effect on **September 19, 2012**, except as otherwise indicated.

**SIGNED ON BEHALF OF THE B.C.  
GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:**

  
Stephanie Smith, Treasurer

  
David Vipond, Director

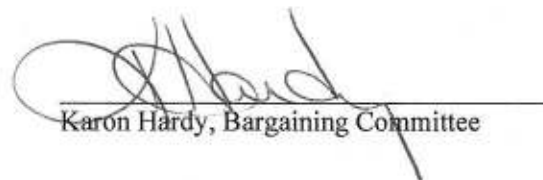
  
Nancy Gillis, Human Resources Coordinator

  
Lisa Claxton, Human Resources Officer

**SIGNED ON BEHALF OF CANADIAN  
OFFICE & PROFESSIONAL EMPLOYEES  
UNION, LOCAL 378:**

  
Bonnie Merriman, Union Representative

  
Sherry Baker, Bargaining Committee

  
Karon Hardy, Bargaining Committee

Dated this 26 day of February, 2013.

**APPENDIX "A"**  
**CLASSIFICATIONS AND WAGE RATES**

Grade	Step	EFFECTIVE APRIL 1, 2012		EFFECTIVE APRIL 1, 2013	
		Hourly	Annual	Hourly	Annual
L1	Step 1	25.37	44,397.50	25.95	45,620.10
	Step 2	26.40	46,200.00	27.01	47,483.58
	Step 3	27.47	48,072.50	28.10	49,399.80
L2	Step 1	26.18	45,815.00	26.78	47,079.24
	Step 2	27.21	47,617.50	27.84	48,942.72
	Step 3	28.34	49,595.00	28.99	50,964.42
L3	Step 1	27.05	47,337.50	27.67	48,643.86
	Step 2	28.08	49,140.00	28.73	50,507.34
	Step 3	29.18	51,065.00	29.85	52,476.30
L4	Step 1	27.89	48,807.50	28.53	50,155.74
	Step 2	28.92	50,610.00	29.59	52,019.22
	Step 3	30.09	52,657.50	30.78	54,111.24
L5	Step 1	28.80	50,400.00	29.46	51,790.68
	Step 2	29.83	52,202.50	30.52	53,654.16
	Step 3	31.00	54,250.00	31.71	55,746.18
L6	Step 1	29.72	52,010.00	30.40	53,443.20
	Step 2	30.75	53,812.50	31.46	55,306.68
	Step 3	31.98	55,965.00	32.72	57,521.76
L7	Step 1	31.68	55,440.00	32.41	56,976.78
	Step 2	32.71	57,242.50	33.46	58,822.68
	Step 3	33.97	59,447.50	34.75	61,090.50

- Step 1 and 2 rates are in effect for 1750 hours (1758 hours effective January 1, 2013).
- Employees hired at the current start rate prior to March 7, 2011 will proceed to new Step 3 upon completion of 875 hours.

## APPENDIX "B"

### JOB SHARING

#### 1 - Preamble

- 1.1 A Job Sharing Arrangement must be by mutual consent of the Parties.
- 1.2 This Letter of Understanding establishes provision for two regular employees to voluntarily "*Job Share*" a single position.
- 1.3 A "*Job Sharing Arrangement*" is defined as two regular part time employees performing the duties of a position previously performed by one regular full time employee. This "*Job Sharing Arrangement*" also refers to a specific written agreement as attached to this Letter of Understanding, setting out the names of the participants, the position to be shared, how job duties and responsibilities will be shared, and the length of time for which the "*Arrangement*" shall be in effect. This arrangement shall be extended by mutual consent of the Job Sharing Partners and the BCGEU.
- 1.4 No "*Job Sharing Arrangement*" shall be entered into by any Party named above which conflicts with the terms of the Collective Agreement.
- 1.5 This Letter of Understanding is attached to and forms part of the Collective Agreement between the Parties.

#### 2 - Participation

- 2.1 Participation of employees under these provisions shall be voluntary.
- 2.2 Participation shall be limited to existing regular or regular part time employees who have completed their probationary period.
- 2.3 The position being proposed for Job Sharing must currently be filled by one of the two partners proposing the Job Sharing Arrangement.
- 2.4 The Job Sharing Partners must be qualified for the position to be shared; at the same classification level; and performing their current duties satisfactorily. Should an employee at a higher classification level elect to job share in a position at a lower classification, they shall receive the rate of pay for the job.
- 2.5 Employees wishing to establish a Job Sharing Arrangement must jointly submit a written proposal to the BCGEU outlining the reasons for the arrangement, its feasibility, and operating details necessary to implement it such as commencement date, duration of the Job Sharing Arrangement and how job duties and responsibilities may be shared.
- 2.6
  - (a) Each Job Share arrangement shall be subject to an initial trial period of six months.
  - (b) If the trial period is successfully completed, the job share arrangement shall continue unless terminated pursuant to clause 9 of this Appendix.

### **3 - Maintenance of Regular Full Time Positions**

- 3.1 Shared positions shall, in all respects be treated as though they were single positions with regard to scheduling and job descriptions.
- 3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement described in 1.1 above, that position shall be filled by a single individual.
- 3.3 Upon expiry of the Job Sharing Arrangement, the shared position will revert to full time with the incumbent having the greatest service seniority having first right to the position.

### **4 - Schedules**

A work schedule will be set out in advance showing days, hours to be worked and not worked by the job sharing partners.

### **5 - Benefits**

The incumbents of a job sharing arrangement shall become Regular Part Time Employees for the duration of the Arrangement, and will be entitled to the provisions of Article 4 in the Collective Agreement.

### **6 - Sickness/Vacation Relief and Extended Absences**

- 6.1 Where a Job Sharing Partner is absent for a period less than three months where notice can be given and/or due to vacation, leave pursuant to Article 8, and clauses 9.3(a), (d), (f) and (g), 9.6 and 9.8, the remaining partner shall work full time in the position.

Where a Job Sharing Partner is absent for a period less than three months due to sick leave and/or leave where notice cannot be given to the BCGEU, the remaining partner shall be given adequate time to make arrangements to work full time in the position. This "*adequate time*" shall be by mutual agreement.

- 6.2 If one of the Job Sharing Partners is absent on a continuous basis in excess of three months, the Job Sharing Arrangement will be terminated.
- 6.3 Notwithstanding 6.1 and 6.2 above, where one Job Sharing Partner is absent due to maternity, parental, adoption leave, the vacancy shall be filled by a temporary employee unless the remaining incumbent chooses to work full time.

### **7 - Training**

Job Sharers will have the same access to training required to perform their regular duties as other full time employees.

**8 - Seniority**

- 8.1 If a Job Sharing Arrangement is terminated, the employee with the greater service seniority will be given the opportunity to work full time in the position. The employee will have one week to exercise their option under this provision. If the employee accepts to stay in the full time position, the other Job Sharing Partner with the lesser service seniority will be subject to the layoff and bumping provisions of clause 16.6 in the collective agreement, with the exception of the requirement of the BCGEU and the Union meeting prior to the layoff.
- 8.2 If the incumbent with the greater service seniority refuses to accept the full time position, they shall be laid off, subject to clause 16.6 as referenced in 8.1 above. In this event, the Job Sharing Partner with the lesser service seniority will stay in the full time position.

**9 - Termination of Job Sharing Arrangement**

A Job Sharing Arrangement shall be terminated upon sixty days notice for any of the following reasons:

- (a) upon the written request of either one or both Job Sharing Partners;
- (b) the BCGEU has bone fide operational reasons;
- (c) clause 6.2 of this Appendix.

**SIGNED ON BEHALF OF THE B.C.  
GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:**

Diane L. Wood  
Gary Steeves  
Deborah J. Boles  
Barbara Jeanette

**SIGNED ON BEHALF OF OFFICE &  
TECHNICAL EMPLOYEES UNION,  
LOCAL 15:**

Rick Lampshire  
Reta Walls  
Marg Burns  
Denise Anger

Dated: July 27, 1993

**JOB SHARING ARRANGEMENT**

This arrangement will, when signed by the Parties to the Collective Agreement between the Union and the BCGEU, give approval for \_\_\_\_\_ and \_\_\_\_\_ to share the position of \_\_\_\_\_ at \_\_\_\_\_.

Job Duties:

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This arrangement will be in effect from \_\_\_\_\_ until \_\_\_\_\_.

While this Job Sharing Arrangement is in effect, the terms set out in the Letter of Understanding 5 regarding Job Sharing, will apply.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Participant

\_\_\_\_\_  
For the BCGEU

**APPENDIX "C"**  
**LIST OF ARBITRATORS**

The following names is the list of Arbitrators agreed to between the Parties:

Joan Gordon  
Emily Burke  
Marguerite Jackson  
Dalton Larson  
Chris Sullivan

**APPENDIX "D"**  
**LATERAL TRANSFER**

The Parties agree that the definition of Lateral Transfer, as outlined in "*Definitions*" does not include a transfer from Headquarters staff located at the Victoria Area Office Building to the Headquarters facility located in Burnaby or vice versa.

**SIGNED ON BEHALF OF THE B.C.  
GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:**

Diane L. Wood  
Gary Steeves  
Deborah J. Boles  
Barbara Jeanette

Dated: May 4, 1995

**SIGNED ON BEHALF OF OFFICE &  
TECHNICAL EMPLOYEES UNION,  
LOCAL 15:**

Rick Lampshire  
Brenda Potter  
Linda Lyttle  
Barb Crowley

**APPENDIX "E"**  
**EMPLOYMENT EQUITY**

- (a) COPE 378 has representation on the BCGEU Employment Equity Committee.
- (b) Should the existing BCGEU Employment Equity Committee be disbanded for any reason, the Parties to this agreement shall meet to establish a joint BCGEU/COPE 378 Employment Equity Committee.

**SIGNED ON BEHALF OF THE B.C.  
GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:**

Diane L. Wood, Secretary-Treasurer  
Gary Steeves  
Deborah J. Boles  
Barbara Jeanette

**SIGNED ON BEHALF OF OFFICE &  
PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 378:**

Ron Tuckwood, President  
Bob McCartney  
Jackie Stewart  
Brenda Potter  
Barb Crowley

Dated: March 14, 1997

**APPENDIX "F"**  
**DEFERRED SALARY LEAVE PLAN**

The Parties agree to establish a Deferred Salary Leave Plan effective April 1, 1997.

**1. Description**

(a) The purpose of the Deferred Salary Leave Plan is to afford employees the opportunity of taking a six month or one year leave of absence with part pay by deferring salary for four years (two years for a six month leave) and taking leave in the fifth year (third year for a six month leave). It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.

(b) The BCGEU and employees may enter into any variation of this Plan by mutual consent of the two Parties involved, provided that such variations meet the requirements of paragraph 6801 (a) of the Income Tax Regulations.

**2. Qualifications**

(a) An employee who has completed five years full-time employment in a regular position within the COPE 378 Bargaining Unit will be eligible to take leave under the Plan.

(b) An employee must complete an additional five years from the completion of any leave under this Agreement before qualifying for a second leave.

**3. Application**

(a) In order to participate, an employee must make written application to the BCGEU on or before November 30<sup>th</sup>, stating the date when the employee wishes to participate in the Plan. Eligible applicants will complete the agreed to Appendix.

(b) The BCGEU will agree to two salary deferral leaves at any one time.

(c) Proposals for leave will be considered in order of seniority of the applicants.

(d) The BCGEU will review all proposals for each year in the month of December. The most senior applicant's proposal on file with the BCGEU by November 30<sup>th</sup> of each year will be reviewed and the two most senior proposals will be approved for the years requested. COPE 378 will be informed of all approvals.

**4. Payment Formula and Leave of Absence**

The payment of salary, fringe benefits and the timing of a six month or one year leave of absence shall be as follows:

(a) In the first four years of the Plan (two years for a six month plan), an employee will be paid 80% of their proper salary range. The remaining 20% of annual salary, based on a calendar year, will be accumulated and this amount shall be paid to the employee during the deferred salary leave of absence. Interest earned in the Plan on behalf of the participating employee shall be paid at the end of each calendar year. Any such interest paid to a participant under the Plan represents employment income rather than income from property. Accordingly, Form T4 should

be used by the financial institution to report the interest and the usual tax withholdings and remittances must be made.

(b) Employees' health and welfare benefits will be maintained by the BCGEU during their leave of absence. The BCGEU will pay such costs on behalf of the participant and deduct the money paid from the participant's salary payment. Any benefits tied to salary level shall be structured according to actual salary paid.

(c) It is understood that employment insurance premiums will be based on the gross salary during the deferral period and will not be payable during the leave period, and that Canada Pension Plan (CPP) deductions will be based on net salary during both the deferral period and the leave period. Where the deferred amounts are paid to the employee by a trustee, that trustee is deemed to be an employer of the employee by the *CPP Act* and is therefore required to pay the BCGEU's contribution in respect of that employee.

(d) The leave of absence may be taken only in the fifth year of the Plan (third year for a six month leave). Under special circumstances, exceptions may be granted, however, the deferral period must not exceed six years in total from the date the salary deferrals commenced, and the leave of absence must commence immediately after the deferral period.

(e) With the approval of the BCGEU, an employee may select some alternative method of deferring salary other than that specified in (a) above; however, the annual deferral amount may not exceed 33.3 % of the salary the participating employee would normally receive in one year.

## 5. Terms of Reference

(a) The leave of absence shall occur according to and be governed by this Appendix rather than other leave provisions in the collective agreement in force between the BCGEU and COPE 378.

(b) Payment to a participant on leave shall be in equal biweekly instalments. These instalments shall start two weeks after commencement of the leave. The final instalment shall be the balance of any moneys retained by the BCGEU for the participant in the Plan.

(c) Upon no less than six months notice, a participant may request a one year postponement of the start of the leave requested in the initial application. Such postponement will be granted where it is not in conflict with the number of employees approved to take leave in that year and where such postponement does not violate 4(d) above.

(d) On return from leave, an employee shall return to the position held immediately prior to going on leave for a period that is not less than the period of the leave of absence.

(e) An employee participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the six month or one year leave of absence not been taken.

(f) Employees who are laid off will be required to withdraw from the Plan and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within 60 calendar days of withdrawal from the Plan.

(g) Prior to taking their leave of absence, an employee may withdraw funds from the Plan only in the case of financial or other hardship (except where paragraph (d) applies). Upon

withdrawal any monies accumulated plus interest owed, will be repaid to the employee within 60 calendar days of notification.

(h) Should an employee die while participating in the Plan, any monies accumulated plus interest owed at the time of death, will be paid to the employee's estate.

(i) It is understood that all amounts under the Plan will be paid to the participating employee no later than the end of the first taxation year of the employee that commences after the end of the deferral period.

(j) There will be no interruption of a leave once it has commenced.

## 6. Salary

Throughout the period of the leave of absence, the employee may not receive any salary or wages from the BCGEU, or from any other person or partnership with whom the BCGEU does not deal at arm's length, other than:

- (a) amounts which were deferred under the Plan; and
- (b) the reasonable fringe benefits that the BCGEU usually pays to or on behalf of employees.

## 7. Fringe Benefits

(a) During a leave of absence, the responsibility for payment of premiums for fringe benefits for a participant shall be established in the collective agreement. Where a participant is obligated to pay the cost of any fringe benefit during the period of leave, the BCGEU will pay such costs on behalf of the participant and deduct the money paid from money otherwise payable to the participant from the fund.

(b) The BCGEU will make pension deductions for submission to the relevant pension plan and notify the Administrators of the Plan the contributions and salary levels for the purpose of pension adjustment reporting.

## 8. Termination or Amendment of the Plan

(a) This Plan may be amended or terminated by agreement between COPE 378 and the BCGEU. Any amendments shall be binding upon all present and future participants.

(b) No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

## 9. Employee Agreement

*"I have read the terms and conditions of the Agreement between COPE 378 and the BCGEU governing the Deferred Salary Leave Plan, and I understand it. I agree to participate in the Plan subject to its rules and on the following specific conditions:*

*Enrolment Date:* My enrolment in the Plan shall become effective January 1, 200\_\_.

*Year of Leave:* I propose to commence my leave (yy/mm/dd), upon the approval of the BCGEU, for a period of \_\_ months (up to one year).

*Funding of the Leave:* To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year	_____ %
Second Year	_____ %
Third Year	_____ %
Fourth Year	_____ %
Number of additional years	_____
Percentage per additional year	_____

The participant may, by written notice to the BCGEU prior to January 1st in any year, alter the percentage amounts for that and any subsequent year subject to 4(e) of the Deferred Salary Leave Plan

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

*Written approval of the BCGEU Treasurer*

\_\_\_\_\_  
Signature of BCGEU Treasurer

\_\_\_\_\_  
Date

#### 10. Income Tax Act

This Appendix will be submitted for review to ensure that it complies with the requirements of the *Income Tax Act*. The Parties agree that they will make any modifications to this Appendix that are necessary in order to comply with the *Income Tax Act*.

#### **SIGNED ON BEHALF OF THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION:**

Diane L. Wood, Secretary-Treasurer  
Gary Steeves  
Deborah J. Boles  
Barbara Jeanette

#### **SIGNED ON BEHALF OF OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 378:**

Ron Tuckwood, President  
Bob McCartney  
Jackie Stewart  
Brenda Potter  
Barb Crowley

Dated: March 14, 1997

**APPENDIX "G"****EARLY RETIREMENT INCENTIVE PLAN AND RELOCATIONS****1. Eligibility**

The parties agree that regular employees will be eligible for an Early Retirement Incentive Plan (ERIP) as outlined below.

- (a) The ERIP is available to eligible employees, who are at least 55 years of age, on or before a date determined by the BCGEU, but in any event no later than March 31, 2012. ERIP is also available to those employees with sufficient pre-retirement leave entitlement to reach their 55<sup>th</sup> birthday.
- (b) For employees meeting the above criteria and subject to BCGEU approval based on operational requirements, ERIP shall provide for an unreduced pension if age plus years of contributory service add up to 80 (rule of 80). For those employees eligible to retire whose combined age plus service add up to less than 80, the pension is reduced by three percent for every year their age is less than 60 or their age plus service is less than 80, whichever is the lesser.
- (c) In addition, employees approved for ERIP will also receive a lump sum payment equal to six months base salary which may be used as pre-retirement leave. Benefits under this provision shall not exceed the time that would be required to reach the employees' maximum retirement age at 65.
- (d) The BCGEU will consult with COPE 378 with respect to the timing, location and duration of the ERIP program. The BCGEU may establish reasonable time frames for employees to exercise their option to retire under ERIP. The employees last day of work prior to pension or pre-retirement leave under ERIP will be as determined by the BCGEU but in any event, no later than March 31, 2012.
- (e) The cost of the ERIP will be borne by the BCGEU and will not be charged to the Public Service Pension Plan.
- (f) An employee receiving a lump sum payment shall not be eligible for re-employment by the BCGEU. Employees who take advantage of ERIP shall waive their rights to any other severance payment provided in this collective agreement.

**2. Relocation**

- (a) It is understood by the parties that as a general policy, employees will not be required to relocate from one geographic location to another against their will. However, the BCGEU and COPE 378 recognize that in certain cases relocation may be in the interests of the BCGEU and/or the employee. In such cases, an employee will receive 90 days written notice prior to the effective date of relocation and will 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:
- (c)
  - (i) an available vacancy in their geographic location which does not result in promotion; or
  - (ii) early retirement as provided by the Early Retirement Incentive Plan; or
  - (iii) severance pay as provided by clause 18.4.

**3. Term**

This Appendix remains in force and effect from the date of ratification to March 31, 2012.

**SIGNED ON BEHALF OF THE B.C.  
GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:**

Judi Filion, Secretary-Treasurer  
Jaynie Clark, Director  
David Vipond, Director  
Deborah Boles, Coordinator  
Barbara Jeanette, Human Resources Administrator  
Maureen Feeney, Human Resources Administrator

**SIGNED ON BEHALF OF CANADIAN  
OFFICE & PROFESSIONAL EMPLOYEES  
UNION, LOCAL 378:**

Andy Ross, President  
Kelly Quinn, Union Representative  
Bobbi Flint, Bargaining Committee  
Karon Hardy, Bargaining Committee  
Debbie McMahon, Bargaining Committee

Dated: May 23, 2006.

Agreed to

\_\_\_\_\_  
Signed on behalf of the Union

\_\_\_\_\_  
Signed on behalf of the BCGEU

Dated: \_\_\_\_\_