

COLLECTIVE AGREEMENT

between the

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

and the

BCGEU STAFF UNION

Expires September 30, 1998

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A G R E E M E N T

BETWEEN:

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
(hereinafter called the "BCGEU"),**

AND:

**BCGEU STAFF UNION
(hereinafter called the "Union").**

WHEREAS the Union has requested the BCGEU to enter into a Collective Agreement and the BCGEU has consented thereto, now this Agreement witnesses that the BCGEU and the Union each agree with one another as follows:

- UNION RECOGNITION AND RIGHTS

.1 Bargaining Agent Recognition

The BCGEU recognizes the Union as the sole collective bargaining agent for all classifications listed in Appendix A of this Agreement.

.2 New Positions

In the event the BCGEU establishes a new position which does not fall within the clerical support bargaining unit, the Union and the BCGEU shall meet prior to the position being filled and determine:

- (a) whether the position should be excluded from or included in the bargaining unit; and
- (b) the salary that shall apply to any new position included in the bargaining unit.

.3 Voluntary Recognition

The Parties agree that the recognition granted by Section 1.1 of this Agreement shall have the same force and effect as a certification granted pursuant to relevant legislation.

.4 Harassment

- (a) The Staff Union and the BCGEU recognize the right of employees and members to work in an environment free from harassment and the BCGEU undertakes to discipline any employee or officer engaging in harassment.
- (b) (1) harassment shall be defined as: any unwelcome action whether verbal or physical, on a single or repeated basis, which ridicules, humiliates, insults or degrades.

"Unwelcome" in this context means any action which the alleged harasser knows or ought reasonably to know is not desired by the victim of the harassment.

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

(1) Sexual harassment shall include, but not be limited to:

(i) sexual solicitation 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 or advance is rejected.

(c) Allegations of 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.

(d) A formal written complaint, where initiated, must be filed, within thirty (30) days of the alleged occurrence to the Staff Union President or designate. Within five (5) workdays of receipt of the complaint, he/she 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).

(e) 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 alleged harasser and the latter is a member of the Staff Union, the BCGEU shall fully discuss the matter with the Staff Union 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. Where the Parties agree to temporarily reassign the alleged harasser, pending the outcome of the investigation, the action shall not be considered a disciplinary transfer pursuant to Clause 11(d)(2). The complainant shall not be reassigned or transferred against their will.

(f) Both the complainant and the respondent (if a member of the Staff Union) shall be advised of the purpose of all meetings convened during the course of the investigation.

(g) The BCGEU shall conclude its investigation of the complaint within ten (10) working days of receiving it. An extension for the investigation period may be requested of, and granted by, the President of the Staff Union. The extension, if granted, shall not, in any event, be longer than twenty-one (21) days from the date of receipt of the written complaint.

(h) The BCGEU's designate shall complete a written report within five (5) working days of the completion of the investigation. The complainant, the respondent, and the President of the Staff Union shall be apprised of the recommendation(s) and/or action(s) to be taken.

(i) 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 (5) working days of receipt of the BCGEU's report.

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

(k) The foregoing provisions do not preclude an employee from filing a complaint pursuant to Section 8 of the B.C. Human Rights Act.

.5 Human Rights Act

(a) The Parties hereto subscribe to the principles and protections provided for in the Human Rights Act of British Columbia.

(b) The Parties will meet and review methods of extending knowledge of the Human Rights Act to all employees.

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- UNION SECURITY

.1 Union Security

The BCGEU agrees that all employees covered by this Agreement shall, within thirty (30) days of their employment, as a condition of employment, become and remain members in good standing of the Union. Union dues shall be deducted by the BCGEU from the employee's salary. Dues deducted from the previous month shall be remitted to the Union Secretary-Treasurer no later than the 15th of the succeeding month.

.2 Check-off of Union Dues

The BCGEU will deduct from the wages or salary of each employee in the bargaining unit the amount of regular dues payable to the Union by members of the Union.

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- UNION RIGHTS

.1 Correspondence

(a) The BCGEU agrees that all correspondence between the BCGEU and the Union related to matters covered by this Agreement, shall be sent to the President of the Union.

(b) The BCGEU agrees that a copy of any correspondence between the BCGEU and any employee in the bargaining unit covered by this Agreement, pertaining to discipline or a violation of any clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union.

.2 No Other Agreement

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

.3 No Discrimination for Union Activity

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

.4 Stewards

The BCGEU recognizes the Union's right to select stewards to represent employees. Stewards have the right to represent members without loss of pay.

.5 Bulletin Boards

The BCGEU shall provide bulletin board facilities for the exclusive use of the Union at Headquarters. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

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- EMPLOYER'S RIGHTS

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

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- TIME OFF FOR UNION BUSINESS

- (a) Up to a maximum of four (4) 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.
- (b) Negotiations shall be scheduled by mutual agreement.
- (c) A union officer shall be granted leave with pay to present and process grievances arising out of this Agreement in accordance with the grievance procedure outlined in Article 6 herein.
- (d) Leave of absence with pay shall be granted to employees called to appear as witnesses before an Arbitrator as provided for in Article 7 of this Agreement. It is agreed, however, that not more than three (3) employees shall be off duty for this purpose at any one time.

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- GRIEVANCES

.1 Grievance Procedure

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

.2 Step 1

An aggrieved employee shall, within fifteen (15) days of becoming aware of the actions or circumstances giving rise to the grievance, submit a signed and written grievance to a union officer or steward.

The union officer or steward in receipt of the grievance shall, within ten (10) working days of receipt, present the grievance to the appropriate BCGEU designate. 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. The BCGEU designate shall respond to the grievance in writing to the Staff Union within ten (10) working days of presentation.

.3 Step 2

In the event the grievance is not satisfactorily resolved within the time limit set out in Step 1, the Staff Union may submit the grievance in writing to the BCGEU President or designate. Such grievance shall be submitted within fifteen (15) working days of the Staff Union receiving the BCGEU's designate response or within fifteen (15) working days of that response being due. The BCGEU President or designate shall respond in writing to the Staff Union within fifteen (15) working days of receiving the written grievance.

.4 Arbitration

In the event the grievance is not satisfactorily resolved within the time limit set out in Step 2, the Staff Union may submit the matter to arbitration. Such grievance shall be submitted within fifteen (15) working days of the Staff Union receiving the response of the BCGEU President or designate or within fifteen (15) working days of that response being due.

.5 Policy Grievance

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the BCGEU President or designate, or the Staff Union President or designate, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration.

.6 Technical Objections to Grievances

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

.7 Time Limits

Time limits fixed in the grievance and arbitration procedure may be altered by written agreement between the Parties.

.8 Investigator

Where a dispute arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Agreement, an investigator, mutually agreed to by the Parties, shall at the mutual request of the Parties:

- (a) investigate the dispute;
- (b) define the issue in the dispute; and

(c) make written recommendations to resolve the dispute within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

.9 Deviation from Grievance Procedure

(a) The BCGEU agrees that, after a grievance has been initiated by the Staff Union, the BCGEU's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Staff Union.

(b) In the event that an employee endeavours to pursue a grievance through any channel other than the grievance procedure, the Staff Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

.10 Confidentiality

Once a grievance has been submitted, the aggrieved employee, the Staff Union and the BCGEU shall maintain confidentiality and will not discuss the merits or circumstances of the grievance with anyone other than those who are involved with the resolution of the grievance.

- ARBITRATION

.1 Notification

Where a dispute arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 6, notify the other Party within fifteen (15) working days of the receipt of the reply at the 2nd Step or on the date it was due, of its intention to submit the dispute to Arbitration.

.2 Single Arbitrator

A single arbitrator drawn on a rotating basis from the list in Appendix C of this Agreement shall hear the dispute within thirty (30) working days of being appointed and his/her decision shall be final and binding upon the Parties.

.3 Arbitration Procedure

The Arbitrator may determine his/her own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. He/she shall hear and determine the dispute and shall render a decision within sixty (60) days of the conclusion of the hearing.

.4 Decision of the Arbitrator

The decision of the arbitrator shall be final, binding, and enforceable on the Parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

.5 Fees and Expenses

The fees and expenses of the arbitrator shall be shared equally between the Parties.

- DISMISSAL, SUSPENSION AND DISCIPLINE

.1 Burden of Proof

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

.2 Dismissal and Suspension

The BCGEU may dismiss or suspend an employee for just cause by giving notice in writing setting out the reasons for dismissal or suspension and the duration of the suspension where applicable.

.3 Right to have Steward Present

An employee shall have the right to have his/her steward or a member of the Staff Union Executive present at any discussion with the BCGEU President or designate which the employee believes might be the basis of disciplinary action. Where the BCGEU President or designate intends to interview an employee for disciplinary purposes, or impose discipline, they shall notify the employee and the steward in advance of the purpose of the interview.

.4 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been a further infraction. This proviso does not apply to documentation resulting from the final disposition of a sexual harassment complaint. The BCGEU agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

.5 Dismissal and Suspension Grievances

Grievances arising from the dismissal of an employee shall be submitted directly to arbitration. Grievances arising from the suspension of an employee shall be submitted directly to Step 2.

.6 Justice and Dignity

(a) An employee shall not be suspended or dismissed or transferred for disciplinary reasons until the grievance procedure has been completed. In the event of a matter proceeding to arbitration, the Parties agree to expedite a hearing in this regard. In the event the penalty is upheld by the arbitrator, it shall be immediately instituted as soon as both Parties have been notified of the decision.

(b) An employee may be removed from active duty with pay pending the resolution of the grievance if the cause of the discipline arises from a failure to appropriately service the membership of the BCGEU or if continued presence on active duty presents the risk of vexatious behaviour which might jeopardize the BCGEU.

.7 Probationary Employees

- (a) Every new employee shall be on probation for the first **three (3)** months of employment. The BCGEU may extend an employee's probation to a maximum of a further six (6) months.
- (b) The BCGEU may reject a probationary employee for cause. A probationary employee shall receive two (2) weeks' notice of termination or pay in lieu thereof. A rejection of a probationary employee is subject to the grievance procedure.

.8 Personnel File

An employee or the President of the Staff Union or designate, with the written authority of the employee, shall have the right of access to his/her personnel record at the BCGEU's premises.

- SENIORITY DEFINED

Service Seniority—shall mean the total length of continuous service with the BCGEU.

Unit Seniority—shall mean the total length of accumulated service with the BCGEU within the Staff Union bargaining unit.

- LAYOFF AND RECALL

.1 Layoff

Layoff shall be in reverse order of unit seniority within the classification series listed in Appendix A; provided that the remaining staff can perform the duties of the person to be laid off.

.2 Recall

Recall shall be in order of unit seniority from amongst staff with recall rights provided that they are able to perform the work which is available.

.3 Notice

Thirty (30) days' notice of layoff shall be provided to staff who are so affected.

.4 Layoff Options

Upon receipt of layoff notice, an employee shall have the following options:

- (a) elect recall for which seniority shall remain valid for one (1) year,
- (b) elect severance pay which shall be paid at the rate of three (3) weeks pay for each year of service or portion (prorated) thereof.

.5 Pre-Layoff Canvass

In the event that it is necessary to issue a layoff notice, the Staff Union 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 the Staff Union with an opportunity to canvass the bargaining unit and determine if there are members who wish to resign with severance as provided in Clause 10.4(b).

.6 Seniority Upon Re-employment

Upon re-employment, an employee shall be credited with the seniority he/she held prior to layoff.

.7 Loss of Seniority

An employee shall lose seniority in the event of:

- (a) layoff for more than one (1) year;
- (b) termination for cause;
- (c) resignation or abandonment of position.

ARTICLE 2 - TRANSFERS AND VACANCIES

(a) The BCGEU will give consideration to requests for voluntary transfer. Employees may submit, at any time, expressions of interest for future vacancies.

(b) When any vacancy occurs, a new temporary or regular position is created or if a vacancy is created through transfer, the BCGEU shall post the position for a minimum of seven (7) calendar days as an internal bargaining unit posting.

(c) *Appointment Procedure*

(1) All appointments to positions of Staff Representative or Administrative Representative shall be based on each applicant's seniority, knowledge, skills, ability and experience. Seniority shall be given equal status to knowledge, skills, ability and experience.

(2) Unsuccessful applicants, upon request, shall receive the reasons why they were unsuccessful.

(d) Employees may be transferred from one position to another position at the same classification level in accordance with the following:

(1) No employee will be transferred outside the employee's geographic area unless mutually agreed to between the BCGEU and the employee.

(2) Notwithstanding (1), the BCGEU may transfer an employee for disciplinary reasons. Such transfers shall be subject to the grievance procedure and Clause 8.6 of this Agreement.

(3) The Parties to this Agreement may agree to a transfer of an employee on compassionate grounds.

(e) Vacancies of less than three (3) months' duration, may be filled without posting in accordance with this clause. Prior to such a position being filled by a person outside the bargaining unit it shall first

be offered to qualified regular employees. Where the vacancy extends beyond three (3) months, or is known in advance to be longer than three (3) months, it shall be posted.

(f) The Parties to this Agreement may agree to a trial period for a position which has been posted. The trial period shall not exceed three (3) months. The vacant position of the successful applicant may be filled in accordance with (e) above.

(g) Employees who transfer shall be paid expenses and allowances in accordance with Appendix D of this Agreement.

(h) An employee who resigns pursuant to (d)(2) shall receive three (3) weeks' severance pay for each year of service, prorated for partial years.

ARTICLE 3 - HOURS OF WORK AND WORKLOAD

Note: Amendments to Clauses 12.1, 12.2 and 12.4 shall be effective July 1, 1997 and the lieu day entitlement for 12.2 for the period July to December 1997 shall be eight (8) days.

.8 Hours of Work, Workload and Coverage

(a) **Employees under this Agreement shall be expected to work the equivalent of seventy-five (75) hours per biweekly period. The BCGEU's normal hours of operation are from 8:30 a.m. to 5:00 p.m., Monday to Friday. Daily hours of each employee shall depend on individual workloads, which may vary because of the nature of the BCGEU's operation, namely that of a trade union servicing its membership.**

(b) The BCGEU recognizes the role of the staff in servicing the membership of the BCGEU. Every reasonable effort will be made, within financial limits, to provide relief and/or assistance where required in the performance of servicing responsibilities.

(c) The delivery of quality services to the membership of the BCGEU is a mutual commitment and objective of both Parties to this Agreement. The maintenance of sufficient staffing levels and the identification of ongoing training needs within the limits of the financial resources of the BCGEU are acknowledged as important for the delivery of quality services.

(d) The Parties recognize the need to maintain positive communications and consultation in the interest of meeting current and diversifying service demands as well as maintaining a healthy and productive workforce. Accordingly, the Parties agree to establish a Joint Workload and Training Committee and a Dispute Resolution Procedure.

(e) The Parties agree that it is in the best interest of the membership of the BCGEU and its staff to develop more effective ways to deliver current services and meet the challenge of diversifying services. As such, the BCGEU agrees to the following principles:

(1) supporting the ability of employees to make decisions about their work;

(2) enabling an employee to exchange assignments with their colleagues and with the agreement of their supervisor;

- (3) streamlining the decision-making process as it affects the day-to-day work of the staff of the BCGEU;
 - (4) identifying redundant work practices;
 - (5) reducing the requirements of rules and reports and other unnecessary procedural requirements which contribute to unnecessary administrative work;
 - (6) jointly monitoring, on a **semi-annual** basis, the volume and elements of workload (based on experience, training, and skill level) as well as the anticipated workload.
- (f) Where an employee is concerned that he/she cannot complete assignments or respond to urgent matters it is his/her responsibility to immediately seek direction from his/her supervisor.
- (g) Where the supervisor determines that the work demands and priorities cannot be accomplished within appropriate time frames without exceptional demands on staff, he/she shall take the appropriate action or consult with his/her immediate supervisor to determine the course of action.
- (h) Where an employee disagrees with the determination of the designated supervisor and believes that the assignment(s) represent exceptional demands, the matter may be referred to the BCGEU President's designate.
- (i) Should the matter remain unresolved, it may be referred to the Joint Workload and Training Committee for final determination.
- (j) On a **semi-annual** basis each employee will review, with his/her supervisor, both the volume and the elements of his/her workload. This meeting can be at the call of either person.

.9 Lieu Days

- (a) **Staff shall accrue sixteen (16) days of paid time off each calendar year in lieu of daily overtime (e.g., local meetings, hearings, negotiations, conferences, except as noted below).**
- (b) **Every effort shall be made to schedule lieu days as time off. If staff cannot take paid time off in the calendar year in which it is accrued, it shall be paid out at equivalent straight time rates. Such payout may be in cash or may be transferred into an RRSP.**

.10 Scheduling Lieu Days

- (a) Lieu days shall be scheduled by mutual agreement.
- (b) Lieu days shall be scheduled with consideration for the work flow and for coverage of the position's essential responsibilities.
- (c) Such agreement shall not be unreasonably withheld.
- (d) An employee whose requested lieu days' schedule is denied by the BCGEU President or his/her designate, may grieve the denial if such denial is alleged to be arbitrary or done in bad faith.

(e) An employee who is hospitalized or develops an illness while on scheduled lieu days, and is under a doctor's care, shall be entitled to have the period treated as sick leave and the lieu day(s) reinstated.

The employee shall notify the Human Resources Department as soon as possible and shall provide a medical certificate upon return to work.

.11 Overtime

Overtime will be paid as follows:

- (a) Three (3) hours at time and one-half for each night of overnight out of town travel.
- (b) Three (3) hours at time and one-half for each night of overnight in town assignments of two (2) days duration, or more.
- (c) If staff arrive home at 9:00 p.m. or later, on the day they return or complete the assignment, in (a) or (b) above, they shall be credited with an additional three (3) hours at time and one-half.
- (d) All work pre-approved for overtime on weekends and statutory holidays shall be paid at double time for hours actually worked, to a maximum of eight (8) hours per day.
- (e)
 - (1) Overtime may be banked at the Employee's request.
 - (2) Banked overtime may be scheduled by mutual agreement and must be taken or paid out by December 31st of each year. Such payout shall be in cash or may be transferred into an RRSP.
- (f) Staff are expected to attend and play a role at the BCGEU Biennial Convention. No overtime shall be claimed for this period or in the following circumstances:
 - (1) Public Service Bargaining Unit work stoppage (strike or lockout);
 - (2) BC Fed, CLC, NUPGE or other union conventions or conferences where the staff member is in attendance as a delegate or solidarity guest;
 - (3) CLC Winter School or Weekend Schools;
 - (4) attendance at policy or educational conferences;
 - (5) attendance at conferences or educational activities at the request of the staff member;
 - (6) attendance at BCGEU Regional or Headquarters servicing staff meetings; or
 - (7) attendance at Component Executive meetings by Directors or Coordinators.
- (g) Staff shall have the right to decline an assignment pursuant to (2), (3) or (4) in paragraph (f).

.12 Joint Committee on Workload, Training and Dispute Resolution

(a) The Parties to this Agreement share a desire to enhance both the quality of services delivered by the BCGEU and the quality of work life for the staff of the BCGEU who deliver those services. It is in the interest of the BCGEU and the employees that all employees are aware of their job expectations and responsibilities.

To these ends the Parties shall, within thirty (30) days of the ratification date of this Agreement, appoint a Joint Committee on Workload and Training. The Joint Committee will conduct a broad review into issues related to workload/staffing levels and training needs. The committee's work shall observe the principles of an open review and its proceedings shall provide mechanisms for the input of all staff.

(b) *Structure of the Committee*

(1) The Staff Union shall appoint one representative from each of the following six constituent groups:

- (i) Areas 01 to 04 Staff Representatives and Organizers
- (ii) Areas 05 to 12 Staff Representatives
- (iii) Coordinators
- (iv) Headquarters Staff Representatives (RAS, TSS, Education)
- (v) Headquarters Staff Representatives (Coordinated Bargaining, Special Projects and Communications)
- (vi) Administrative Representatives

(2) The President of the BCGEU may designate the Directors to represent the BCGEU.

(3) The Committee shall be co-chaired.

(4) Members of the committee shall continue to receive all pay, benefits and expenses to which they would normally be eligible while working.

(b) *Protocol*

(1) The BCGEU and the Staff Union agree to make regular meetings of the committee a priority. Meetings will be pre-scheduled and committee members will be encouraged to participate in committee activities and meetings.

(2) The Committee shall develop proposals for submission to the Principals covering the issues identified in the objectives or related to the objectives. The proposals shall address both short and long term solutions to workload problems.

(3) The Committee shall hold its first meeting within thirty (30) days of the ratification date of this Agreement and conclude its first report within six (6) months of that date and shall provide regular reports thereafter.

Where the Committee fails to reach consensus on significant issues, those issues shall be outlined in its report.

(c) *Dispute Resolution*

Individual disputes referred pursuant to Clause 12.1(i) to the Joint Committee on Workload and Training shall be dealt with in confidence and expeditiously.

The dispute will be investigated and reviewed by a three person sub-committee of the Joint Workload and Training Committee. The President of the BCGEU shall designate a Director and the President of the Staff Union shall designate a committee member. Both designates will be someone other than a person in a supervisory relationship to the employee referring the dispute.

An additional committee member shall be agreed to by the above two designates.

The sub-committee shall investigate and make recommendations to the President of the BCGEU to resolve the dispute.

.13 Skill Development Program

(a) The Joint Committee on Workload and Training will oversee the skills development program and training priorities and make recommendations to the Principals in this regard.

(b) **On a regular basis**, the following courses and workshops will be delivered to regular employees:

- Administrative/time management skills, once per year as needed, on a regional basis;
- New Staff/Administrative Representative orientation, as needed prior to commencement of work assignments;
- New staff introduction to grievance resolution, conflict resolution, basic servicing skills, as needed and when numbers warrant, on a regional basis;
- Master Agreement history/interpretation;
- Advocacy for expedited hearings, minimum once per year, on a regional basis;
- Advocacy for full hearings/labour law terminology, legal drafting, minimum once per year at Headquarters;
- Orientation to the Freedom of Information Act;
- Orientation to the Employment Standards Act, Labour Codes (Federal and Provincial); Public Service Act and Public Service Labour Relations Act;
- Collective Bargaining Workshops, one in the Spring and one in the Fall, at Headquarters or regionally;
- Skills Development for Coordinators and Directors delivered at Headquarters.

Pursuant to Clause 12.1(j) a collaborative skills assessment shall be undertaken between staff and their supervisors to determine training needs and goals.

(c) Regular employees will also be entitled to participate in the following optional courses/workshops offered once per year:

- Occupational Health and Safety Regulations, procedures, collective agreement language and practices;
- Workers' Compensation appeals and procedures;
- Pension Standards Legislation, statutory pension plans, negotiated pension plans;
- Instructors' Training/Facilitation Skills Training;
- Job Evaluation;
- Employment equity and pay equity principles;
- Introduction to QuickLaw/Canlaw;

- Introduction to diversity/valuing our diversity;
- Employee status guidelines for collective bargaining;
- STIIP/LTD jurisprudence/duty to accommodate;
- Unemployment Insurance Regulations and Appeals;
- Computer and software basics.

Staff will be required to participate in at least one core or optional course/workshop per year.

- CONTRACTING OUT

.1 No Layoff

The B.C. Government and Service Employees' Union and the Staff Union have agreed that there will be no contracting out which results in layoffs of employees or failure to recall employees. Employees shall be recalled to work pursuant to Clause 10.2 of the Collective Agreement between the Parties.

.2 Bargaining Unit Integrity

The Parties recognize an obligation to maintain and respect the integrity of the staff bargaining unit by avoiding unnecessary contracting out of work normally and customarily performed by members of the bargaining unit. The Parties also recognize that there may be instances in which contracting out to non-bargaining unit members is reasonable and acceptable.

.3 BCGEU Bargaining Unit Members

(a) The Parties agree that members of the BCGEU bargaining units will not be assigned to do staff bargaining unit work as specified in this Agreement. BCGEU bargaining unit members may be assigned to perform promotional appeals, hours of work hearings, introductory occupational health and safety committee training, basic stewards' training, assertiveness training and other similar programs. Instructional assignments to courses put on by the BCGEU for advanced stewards' training, bargaining workshops, etc., will be carried out by a Representative 1 or above, as will advanced safety committee training which may also involve member co-instructors with expertise in the field.

(b) The Joint Committee on Workload and Training may make recommendations for the inclusion of other activities in (a) or propose amendments to Clause 13.5. All recommendations shall be subject to mutual agreement of the bargaining principals.

.4 Temporary Representative Assignments

BCGEU bargaining unit members on leave of absence or people hired externally that are employed for backlog, special projects, or relief work in the Area Offices or at Headquarters, will be classified as Temporary Representatives. Once they have completed six (6) months of work they shall receive salary compensation only at the Representative 1 level.

.5 Scope of Assignments

BCGEU bargaining unit members will not be booked off on leave of absence nor people hired externally as Temporary Representatives to undertake projects involving advocacy work such as fast track hearings, WCB appeals, negotiations, arbitration research, preparation and presentation. When such a need is identified, there will be prior discussion between the BCGEU and the BCGEU Staff Union and people

assigned to these projects shall be classified as Temporary Representatives and receive salary compensation only at the Representative 1 level in accordance with the Collective Agreement.

.6 Special Projects

The Parties recognize that situations will arise wherein there will be requirements for special projects. When the BCGEU undertakes a special project, BCGEU staff bargaining unit members will be given the opportunity to be assigned to the special project and should they meet the qualifications for the work to be performed, they shall be assigned.

.7 Term Certain Employees

Should the BCGEU and the Staff Union agree there is no staff bargaining unit member qualified for the work to be performed on the special project, the BCGEU may hire a term-certain employee for the special project with the mutual agreement of the BCGEU Staff Union. It is agreed by the Parties that term-certain employees shall receive monetary compensation as determined by agreement between the Parties.

.8 Advocacy Work

The Parties also agree to cooperate in initiating measures to reduce the amount of advocacy work currently contracted to outside legal counsel. This could include negotiating flat fees and other arrangements with legal counsel as well as internal training programs.

.9 Legal Research

Where legal research is contracted to outside counsel, the terms of such contracting will be discussed prior to it taking place with the BCGEU Staff Union and it is agreed that the maximum length of such contracts will be three (3) months unless otherwise mutually agreed to between the Parties. It is the intention of the BCGEU to minimize the contracting out of legal research. The past practise of contracting out work to outside advocates will continue to prevail at some levels, insofar as the contracting out does not reduce the current staffing levels or violate the provisions of Article 13.

- PAID HOLIDAYS

.1 Entitlement

(a) The BCGEU shall provide the following holidays with pay:

- | | |
|-------------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. British Columbia Day | 12. Floating Day |

(b) The "*floating day*" holiday noted above may be taken at any time during the calendar year.

(c) Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

.2 Holidays Falling on Saturday or Sunday

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

.3 Holiday Coinciding with a Day of Vacation

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

.4 Time Off In Lieu

An employee who is required to work on a statutory holiday shall be credited with one day, to be taken at the employee's option.

- VACATIONS

.1 Entitlement

(a) Full-time employees covered by this Agreement shall earn five (5) weeks' vacation during each year of service except as otherwise specified in this Article. **There shall be no cash payout for vacation entitlement.**

(b) Full time employees with more than six (6) full years of service with the BCGEU shall earn additional vacation entitlement as follows:

- after six (6) yearsone (1) additional day;
- after seven (7) years.....two (2) additional days;
- after eight (8) years.....three (3) additional days;
- after nine (9) yearsfour (4) additional days;
- after ten (10) yearsfive (5) additional days;

to a maximum of six (6) weeks.

(c) Full-time employees with more than fourteen (14) full years of service with the BCGEU shall earn additional vacation entitlement as follows:

- after fourteen (14) yearsone (1) additional day;
- after fifteen (15) yearstwo (2) additional days;
- after sixteen (16) years.....three (3) additional days;
- after seventeen (17) yearsfour (4) additional days;
- after eighteen (18) yearsfive (5) additional days;

to a maximum of seven (7) weeks.

(d) Full-time employees shall be entitled to full vacation in the year in which they retire.

.2 Less than One Year of Service

An employee who terminates with less than one (1) year of service shall earn vacation pay at six percent (6%) of gross earnings.

.3 Partial Year of Service

Employees covered by this Agreement with a partial year of service shall earn vacation on a pro rata basis.

.4 Probationary Period

An employee earns but is not entitled to take vacation during the first six (6) months of continuous employment unless mutually agreed between the employee and the BCGEU.

.5 Vacation Schedule

- (a) Vacations shall be scheduled by April 1 of each year.
- (b) Vacation schedules, once approved by the BCGEU, shall not be changed except by mutual agreement between the employee and the BCGEU, or in the case of an emergency.
- (c) Any costs incurred by the employee as a result of a change caused by the BCGEU due to an emergency will be paid by the BCGEU.
- (d) Any vacation unscheduled by October 1 may be scheduled by the BCGEU subject to 15.8(a). The BCGEU will consult with the affected employee.**

.6 First Vacation Year

Vacations shall be scheduled and taken on a calendar year basis. The first vacation year shall be the calendar year in which an employee's first anniversary falls.

.7 First Partial Year

During the first partial year of service, an employee who has completed six (6) months' service shall be entitled, subject to the vacation schedule, to take any earned vacation prior to December 31st.

.8 Carryover

- (a) An employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time.**
- (b) If the BCGEU requires a change to an employee's scheduled vacation as the result of an emergency, the BCGEU will give priority to the rescheduling of the displaced portion of the affected vacation.

In the event that the employee can demonstrate that the plans affected formed a unit that cannot be rescheduled in the vacation year, the President may grant authorization, in these special circumstances, to carry over full entitlement.

In other circumstances, where the affected vacation is unable to be scheduled in a mutually acceptable alternative, the employee may carry over up to two weeks to the following vacation year.

(c) Where an employee changes previously scheduled and approved vacation without mutual agreement with the BCGEU there shall be no carryover of vacation.

.9 Vacation Allowance/RRSP

(a) Once each calendar year, all employees shall be entitled to receive a vacation allowance of three percent (3%) of their annual salary based on their May 1st rate. Employees who are entitled to less than five (5) weeks for any vacation year shall receive the allowance on a pro rata basis. **Allowance to be increased to four percent (4%) January 1, 1998.**

(b) An employee shall provide written notification to the Secretary-Treasurer or his/her designate at least fourteen (14) days prior to the date upon which the employee wishes to receive the vacation allowance. **The allowance** will be issued as part of an employee's regular paycheque.

(c) Employees shall have the option of having the allowance deposited directly into an RRSP account.

(d) Any excess allowance paid to a terminating employee shall be recoverable.

(e) An employee may opt to take the annual allowance, outlined in (a) above, as gross salary for a maximum of five (5) years immediately preceding pre-retirement leave. The allowance shall be divided into equal amounts and applied to gross pay on each pay period throughout the calendar year so that the entire allowance is paid out by December 31st of each year. When the employee commences pre-retirement leave their salary shall be reduced by the amount of the annual allowance.

.10 Preference In Vacation Scheduling

(a) (1) 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 exercising unit seniority will be given preference in the selection of vacation periods where he/she takes it in one unbroken period.

(1) Employees wishing to split their vacations shall exercise unit seniority rights in the choice of the first vacation period. Such unit seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such unit seniority shall prevail in the choice of subsequent vacation periods in like manner.

(2) The vacation schedule will be circulated by the BCGEU by January 31st of each year and completed by the employees by March 31st. The approved vacation schedule will be circulated by April 30th.

(3) If an employee wishes to take vacation prior to April 30th, the employee shall make a written request at least ten (10) days prior to vacation time desired.

Written confirmation from the BCGEU will be given within five (5) working days after receipt of the employee's written request.

(b) An employee who does not exercise his/her unit seniority rights by March 31st of each year shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less unit seniority.

(c) Subject to scheduling requirements, employees shall be granted their vacation in consecutive weeks when requested.

.11 Displaced Vacation

An employee who is hospitalized or develops an illness while on vacation, and is under a doctor's care, shall be entitled to have the period treated as sick leave and the vacation days reinstated.

The employee shall notify the Human Resources Administrator as soon as possible and shall provide a medical certificate upon return to work.

- LEAVE

.1 Bereavement Leave

(a) An employee shall be granted five (5) days' leave with pay in the case of death in the immediate family, from the date of death, to or including, the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed seven (7) work days.

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

(c) In the event of the death of the employee's grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day.

(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 vacation leave credits.

(e) In case of serious illness or other circumstances, consideration shall be given to special leave of absence.

.2 Jury or Court Witness Duty

The BCGEU shall grant leave of absence with pay to an employee who is called as a juror or witness in any court. The employee shall remit to the BCGEU all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the BCGEU.

.3 Maternity, Parental and Adoption Leave

(a) *Maternity and Adoption Leave*

(1) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.

(2) An employee shall notify the BCGEU in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of pregnancy.

(3) The period of maternity leave shall commence six (6) 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.

(4) An employee, upon production of appropriate documentation, is entitled to adoption leave without pay of up to seventeen (17) weeks following the adoption of a child.

(b) *Maternity and Adoption Leave Allowance*

(1) An employee who qualifies for maternity or adoption leave pursuant to Clause 16.3(a), shall be paid a maternity/adoption leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the BCGEU, proof that she/he has applied for and is eligible to receive unemployment insurance benefits pursuant to the Unemployment Insurance Act. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for maternity/adoption leave allowance.

(2) Pursuant to the SUB Plan, the maternity/adoption leave allowance will consist of:

(i) two (2) weeks at ninety-three percent (93%) of the employee's basic pay;

(ii) fifteen (15) additional weeks' allowance, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and ninety-three percent (93%) of the employee's basic pay.

(b) *Parental Leave*

(1) Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay.

(2) Where both parents are employees of the BCGEU, the employees shall determine the apportionment of the twelve (12) weeks parental leave between them.

(3) Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.

(4) Leave taken under this clause shall commence:

(i) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 16.3(a);

(ii) in the case of a father, following the birth or adoption of the child and concluding within the fifty-two (52) week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

(c) *Parental Leave Allowance*

(1) An employee who qualifies for parental leave pursuant to Clause 16.3(c), shall be paid a parental leave allowance in accordance with the SUB Plan. In order to receive this allowance, the employee must provide to the BCGEU proof of application and eligibility to receive unemployment insurance benefits pursuant to the Unemployment Insurance Act. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for parental leave allowance.

(2) Pursuant to the SUB Plan, the parental leave allowance will consist of:

(i) two (2) weeks at seventy-five percent (75%) of the employee's basic pay;

(ii) ten (10) additional weeks' allowances equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) of the employee's basic pay.

(d) *Extension of Leaves*

Employees who are entitled to leave pursuant to Clauses 16.3(a) or 16.3(c), shall be entitled to an extended leave without pay of up to an additional six (6) months. Such written request must be received by the BCGEU at least four (4) weeks prior to the expiration of leave taken pursuant to Clauses 16.3(a) or 16.3(c).

(c) *Benefits Continuation*

For leaves taken pursuant to Clauses 16.3(a), 16.3(c) and 16.3(e), the BCGEU shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

(d) *Deemed Resignation*

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 16.3(a), 16.3(c), or 16.3(e) expired if he/she does not return to work on the pre-arranged date.

(e) *Entitlements Upon Return to Work*

(1) Vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to this clause. Vacation earned pursuant to this clause may be carried over to the following year.

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

(3) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay, in the same geographic location.

.4 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 the 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, up to a maximum of five (5) years. He/she shall return to the first available position for which he/she is qualified.
- (d) If the staff member is unsuccessful and is not elected, he/she 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.

.5 Special Leave

The BCGEU may grant leave of absence without pay to any employee requesting such leave. Such requests shall be submitted in writing to the President/or designate, stating the reasons therefor, and require the approval of the BCGEU. It is understood that, in considering such requests, the President will take into account the best interests and needs of the BCGEU and its membership together with those of the employee concerned. Such leave shall not be unreasonably withheld.

.6 Leave for Medical and Dental Care

Employees in areas where adequate medical and dental facilities are not available shall be allowed the necessary time including travel and treatment time, to a maximum of three (3) days annually, to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The BCGEU may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

.7 Definition of Child

Wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse.

- SKILL DEVELOPMENT, EDUCATION AND EXCHANGES

.1 Education

The BCGEU and the Staff Union recognize the need for ongoing education. A jointly administered education fund shall be established. On April 1, 1979 and each April 1st thereafter, the BCGEU agrees to contribute a **minimum payment of** one percent (1%) of the previous year's gross payroll cost for the Staff Union bargaining unit.

.2 Exchange Programs

The BCGEU will facilitate and encourage exchange programs with other **Provincial**, National or International Unions or Labour Organizations.

.3 Education Leave

(a) A.C. Bennett Scholarship for the Labour College of Canada: Employees who are the successful candidates for the above-noted scholarship shall receive full salary, expenses and tuition as per the Collective Agreement other than per diem allowances.

(b) Courses, Seminars and Educational Studies: Employees who are selected to attend courses that will benefit the Representative and the BCGEU other than the Labour College of Canada Scholarship shall receive remuneration and meal allowances as negotiated between the BCGEU Staff Union and the Administrative Committee.

- HEALTH AND WELFARE PLANS

(a) The BCGEU agrees to pay the full premium costs for employees desiring any or all of the following plans:

- (1) *B.C. Medical Plan*
- (2) *Dental Plan - (100%, 75%, 75%) \$5,000 limit Part C*
- (3) *Extended Health Care Plan:*
 - Hearing Aids - adults and children--five hundred dollars (\$500) every four (4) years, no deductible, one hundred percent (100%) payment;
 - The Vision Care Option - shall be two hundred dollars (\$200) per twelve (12) months for adults and two hundred dollars (\$200) per twelve (12) months for children with no change in the deductible portion;
 - Prescription Drugs - eighty percent (80%) coverage, twenty-five dollars (\$25) deductible per annum.
 - Maximum \$1,000,000 for Active Employees and \$25,000 for retired employees. Staff on pre-retirement leave shall be considered active employees for the purpose of this clause.
 - see pamphlet for details of other coverage.
 - **coverage for tetanus, rubella, polio, measles, hepatitis "B" and influenza inoculations.**
- (4) *Group Life (B.C. Government) Plan - two (2) times annual salary*
- (5) *Group Life and Accidental Death (BCGEU) Plan - one (1) times annual salary, to include funeral costs for partners and dependent children and optional coverage.*
- (6) *Group AD&D Insurance (Travel) Policy*
 - Loss of Life \$100,000

- Supplementary Medical Expense \$2,500
- Temporary Total Disability\$150 /per week

(7) *Medical Referral Travel & Accommodation Benefit* - (Appendix E).

(b) Where applicable, premium costs shall include coverage for the employee's spouse and/or dependents.

- SHORT & LONG TERM DISABILITY

.1 Short Term Illness

(a) An employee shall notify the BCGEU as soon as possible of their inability to report to work because of illness or injury. The employee may be required to provide the BCGEU with the most current prognosis from their medical practitioner. The employee shall advise the BCGEU of the expected date of return to work, in advance of that date, in order that work schedules and relief staff can be accommodated.

(b) Employees will be entitled to short term illness leave at one hundred percent (100%) of salary for a period not exceeding twelve (12) months in accordance with the terms of this Article.

(c) On the first day of injury or hospitalization or on the **sixth (6th)** day of illness, an employee shall ensure that the appropriate application form is processed through the **Human Resources** Department and that the employee's medical practitioner completes the necessary wage indemnity coverage form.

(d) The BCGEU shall reimburse the employee upon the production of a receipt for the cost of the certificate required for the wage indemnity plan. Failure to obtain completion of the appropriate documents by the employee's medical practitioner within a reasonable time will result in suspension of the short term illness payment until the appropriate conditions are fully complied with.

(e) The BCGEU may request additional reports from a qualified medical practitioner if the absence is over **six (6)** working days. Such reports shall be paid for by the BCGEU upon the production of a receipt.

(f) In the event that any member of the Staff Union should become terminally ill, the President of the BCGEU, or designate, will meet with the President of the Staff Union, or designate, to arrange for a Letter of Agreement to cover any special conditions within the Collective Agreement which may have to be amended or altered to meet the needs of the employee.

.2 Long Term Illness

Full-time employees shall be entitled to coverage under a Long Term Disability Plan provided and paid for by the BCGEU. Long Term Disability Plan—seventy percent (70%) of basic salary to a maximum of five thousand dollars (\$5,000) per month.

- EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

- (a) 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.
- (b) 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 his/her job performance. The cost of the agreed upon referral agent will be borne solely by the BCGEU.
- (c) The Joint Union/BCGEU Committee for employee assistance shall be responsible for the administration and dispute resolution of this program. The committee shall be comprised of an equal number of Union and BCGEU representatives and shall meet at the request of either party. The agent chosen as the referral agent shall be mutually agreed to between the Parties. Reports shall be sent to the committee from the referral agent. The committee may meet and review existing practices and make recommendations to amend the services being provided by the referral agent if necessary. Any disputes arising from the Employee Assistance Program will be dealt with by this committee exclusively.
- (d) 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.
- (e) (1) An employee will be considered absent due to illness and will receive the benefits for which he/she is eligible pursuant to the Collective Agreement when
- (i) he/she requires time off from work for medical counselling or treatment appointments recommended by the referral agent, or
 - (ii) he/she is unable to work but is following a prescribed program of treatment, or
 - (iii) he/she is accepted into the program through a voluntary, union, fellow employee or family referral.
- (2) An employee will continue to be eligible for benefits under (a) above so long as he/she is cooperating fully in following the prescribed course of treatment.
- (3) The BCGEU will be responsible for costs and expenses not normally covered by the medical and benefit plans which are associated with his/her treatment program such as actual costs of residential treatment for chemical dependency.
- (b) When an employee's job performance demonstrates the existence of a problem, the employee's supervisor in consultation with the appropriate Director, shall discuss the employee's performance in detail with the employee privately and/or in conjunction with a Union representative.
- (c) If the employee's job performance continues to deteriorate, the employee's Coordinator, in consultation with the appropriate Director, shall discuss the employee's job performance in detail with the employee in conjunction with the Union representative.
- (d) If job performance continues to deteriorate and the employee cannot or will not improve his/her job performance, an appointment will be arranged immediately by the Coordinator, in consultation with the Director, with the referral agent. Copies of all records and documents pertaining to an employee's

unsatisfactory job performance, and an employee assistance referral form signed by the employee, Coordinator and Director, will be forwarded to the referral agent.

(e) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should his/her problems continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.

ARTICLE 2

- PENSIONS

.1 Retirement Date

Employees shall retire on the first of the month following their 60th birthday or on the first of the month following completion of thirty-five (35) years contributory service pursuant to the Pension (Public Service) Act.

.2 Public Service Pension Plan

Employees who will have five (5) years of service by age sixty (60) will participate in the Public Service Pension Plan.

.3 BCGEU Group RRSP

Employees who commence employment with the BCGEU and who cannot achieve five (5) years of contributory service in the Public Service Pension Plan by age sixty (60) will participate in the B.C. Government and Service Employees' Union "*Group Registered Retirement Savings Plan*" with benefits and contributions as outlined therein.

.4 Pre-retirement Leave

An employee scheduled to retire as per Clause 21.1 above, shall take a special paid pre-retirement leave for a period equivalent to his/her entitlement on the following basis:

- (a) five (5) weeks pre-retirement leave for each year of full service with the BCGEU (prorated for partial years);
- (b) one (1) additional month pre-retirement leave for each year of full service (prorated for partial years) in excess of nineteen (19) years with the BCGEU.

.5 Health and Welfare

All employees who retire as per Clause 21.1 above, may maintain coverage for medical, extended health, dental and group life until age sixty-five (65). Thereafter, employees may maintain coverage for medical and extended health and the employer shall pay the premiums.

.6 Work Stoppages

Employees shall have their pension contributions continued during periods when they are in receipt of BCGEU strike pay.

- VEHICLE ALLOWANCES

.1 Vehicle Allowances

- (a) Regular employees shall be provided with a monthly vehicle allowance as follows:
- (1) Effective October 1, **1995** - seven hundred **and twenty-five** dollars (\$725).
Effective October 1, **1997** - seven hundred **and fifty** dollars (\$750).
 - (2) At an employee's option he/she may elect to have their monthly vehicle allowance reduced by one hundred dollars (\$100) per month and in such case the BCGEU shall reimburse employees who supply their vehicle for the cost of insurance to an annual cap of twelve hundred dollars (\$1200). The minimum coverage shall be:
 - two million dollars (\$2,000,000) Third Party Liability;
 - full business use.
 - (3) Employees in receipt of the allowance shall furnish a North American union made vehicle. The BCGEU will provide, by March 31st of each year, an approved list of North American union made vehicles, to all employees.
 - (4) In the event of an accident **or theft** while on BCGEU business, the BCGEU will pay the deductible portion of the ICBC claim up to a maximum of two hundred dollars (\$200). Should an employee choose not to go through ICBC, the BCGEU will pay the equivalent of the deductible portion referred to above, upon receipt of the repair bill **or proof of loss**.
 - (5) Employees in receipt of the allowance may opt to lease a vehicle at BCGEU rates from Westminster Auto Leasing, subject to approval by WAL.
 - (6) The BCGEU agrees to pay any extraordinary expenses incurred by Areas 6, 10, 11 and 12 Representatives related to road conditions and high servicing mileage.
- (b)
- (1) Each employee currently provided with a lease vehicle may opt to give up the lease on the expiration of the lease currently provided.
 - (1) Lease vehicles shall have air conditioning, the current option package, be mid-sized North American union made cars and furnished with standard equipment as per the lease agreement.
 - (2) The BCGEU will consult with the Staff Union on the selection of lease vehicles and options. This will include test drives and consideration of reports of Representatives.
- (c) The employees shall be responsible for maintaining their vehicles in a clean and properly operating condition. Employees may claim reimbursement for the costs of routine cleaning of their vehicle.
- (d)
- (1) Employees are entitled to an advance of twenty-five hundred dollars (\$2,500) **in the following circumstances:**

- (i) they are currently on staff converting from a lease vehicle to the allowance;
 - (ii) they are newly hired employees who must provide a vehicle to meet the requirements of Clause 22.1(a)(3), or require a new vehicle for safety reasons;
- (2) employees will not be required to provide a vehicle in accordance with Clause 22.1(a)(3) until they have completed their initial probationary period;
- (iii) the advance shall be repaid to the BCGEU at the rate of one hundred dollars (\$100) per month and shall be deducted from their net pay.
- (e) Employees who turn in vehicles at the end of the lease with previously unreported damage in excess of two hundred dollars (\$200) will be responsible for payment of the necessary repairs.

.2 Fuel Credit Card

- (a) The BCGEU shall issue a fuel credit card to each incumbent employee provided with a lease car or car allowance, for use on union business. It is agreed that no employee shall use this credit card while out of the province on personal business. When an employee commences on a leave which is known in advance to be in excess of thirty (30) days, the employee will return the employer provided fuel card to the BCGEU on the commencement of the leave. In other circumstances, the fuel card will be returned within thirty (30) days of the commencement of the leave.
- (b) An employee eligible for the vehicle allowance or lease car as per Clauses 22.1(a) or 22.1(b) above, who proceeds on leave of absence with pay, including short term illness and parental leave, will continue to receive the benefit for a period not to exceed twenty-nine (29) weeks.
- (c) Any employee proceeding on leave **of absence without pay greater than thirty (30) days will not receive** the vehicle allowance **or be provided with a lease vehicle** for the period of leave, or he/she may **pay** the lease and insurance costs of the vehicle. **If a leave of absence without pay not known in advance to be greater than thirty(30) days extends beyond thirty(30) days these conditions are effective on the 31st day of the leave of absence.**

- TEMPORARY STAFF

.1 Seniority

Upon appointment to a regular established position, and upon completion of the probationary period, a Temporary Representative appointed to a regular position shall be credited with total length of continuous service as a Temporary Representative for the purpose of service and unit seniority. Continuous service shall mean any service with breaks less than four (4) months. The BCGEU may waive all or part of the probationary period.

.2 In-Service Status

Temporary Representatives shall be considered as in-service applicants for the purpose of Article 11.

.3 Vacations

- (a) Temporary Representatives not on leave of absence from a BCGEU bargaining unit shall receive in lieu of vacation six percent (6%) of salary, payable biweekly.
- (b) Temporary Representatives on leave of absence from a BCGEU bargaining unit shall receive biweekly, the difference between six percent (6%) of the Temporary Representative rate and six percent (6%) of the employee's normal bargaining unit rate.
- (c) **Temporary Representatives hired for periods that exceed three (3) months shall have the option to bank their vacation pay, to be scheduled as vacation leave.**

.4 Health and Welfare Benefits

Effective March 26, 1995, Temporary Representatives not otherwise in receipt of benefits shall receive thirty-seven dollars and ten cents (\$37.10) per biweekly pay period in lieu of benefits.

.5 Transportation Allowance/Mileage

- (a) Temporary Representatives shall receive mileage for all kilometres travelled on BCGEU business at the rate outlined in the BCGEU Financial Manual.
- (b) Temporary Representatives being compensated at a Representative 1 or Representative 2 rate shall receive a transportation allowance of four hundred and fifty (\$450) dollars per month and shall receive the fuel credit card.

.6 Paid Holidays

Temporary Representatives shall be compensated for paid holidays if they have:

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

Temporary Representatives shall not qualify for the Floating Day.

.7 Exemptions

Temporary Representatives shall not be covered by the following articles or clauses unless otherwise specified in this Article: 10, 11, 14, 15, 16.3, 16.5, 18, 21 and 22.

- 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:

- (1) eye examination by an Ophthalmologist/Optomtrist of the employee's choice once per year;
- (2) the BCGEU shall grant leave of absence with pay for employees to have such tests and the BCGEU shall assume the costs of such tests where such costs are not covered by insurance.

(3) If eye tests result in "*special glasses*" being prescribed, the BCGEU will assume the costs of such tests where such costs are not covered by insurance, provided satisfactory evidence can be given to show that such an eye glass prescription was precipitated or caused by work on the Video Display Terminal.

(b) *Rest Breaks*

Employees who operate Video Display Terminals on a continuous basis shall be entitled to two (2) ten (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) *Equipment and Work Environment*

The BCGEU agrees to maintain VDT equipment and the work environment in accordance with standards established by the Workers' Compensation Board publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the Workers' Compensation Board.

(e) The BCGEU shall ensure that new equipment has adjustable keyboards and screens and shall supply new, or modify (shield) existing video display terminals to limit emissions of extremely low frequency (ELF), and very low frequency (VLF), electromagnetic fields to the following levels:

- ELF: magnetic: 2.5 milligauss (mG) average strength electric: 25 volts per metre (v/m)
- VLF: magnetic: .25 Mg average strength electric: 2.5 v/m

(All measures at 50 cm from the VDT).

(f) The above is to be referred to the Joint Occupational Health and Safety Committee for further study and recommendations for implementation.

- INDEMNITY

.1 Indemnity

(a) (1) *Civil Action*--Except where there has been flagrant or wilful negligence on the part of the employee, the BCGEU agrees not to seek indemnity against an employee whose actions result in a judgment against the BCGEU. The BCGEU agrees to pay any judgment against an employee arising out of the performance of his/her duties. The BCGEU also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(1) *Criminal Action*--Where an employee is charged with an offence resulting directly from the proper performance of his/her duties, the BCGEU shall pay for reasonable legal fees.

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

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

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

.2 Obligations

(a) The BCGEU shall have the sole and exclusive right to compromise or settle any such claim, action or judgment, or bring or defend any litigation in respect of them.

(b) Employees shall not admit liability in respect of any such claim, action or judgment except on the instruction of the BCGEU.

(c) Employees shall, at all times, cooperate with the BCGEU in resisting any claim and in the prosecution or defence of any action even if their employment with the BCGEU has ceased.

- WAGES AND ALLOWANCES

.1 Classification and Wages

Employees will be classified and paid as outlined in Appendices A and B attached hereto and forming part of this Agreement.

.2 Vacation Advance

Where two (2) weeks' written notice is given, an employee shall be entitled to receive, prior to the commencement of his/her vacation, any pay cheques falling due during the vacation period.

.3 Rates of Pay

Rates of pay shall be as per Appendix B.

.4 Meal Allowances

- (a) Employees shall be entitled to receive meal allowances in accordance with established BCGEU policy.
- (b) Employees shall be entitled to an unreceipted dinner allowance when a meeting warrants them working in excess of two (2) hours past normal office hours. When work in excess of two (2) hours past normal office hours is self-directed, a receipt must be provided.
- (c) Employees shall be entitled to claim reimbursement when receipts are provided for reasonable meal costs incurred when hosting BCGEU bargaining unit members on union business. Where possible, prior authorization should be obtained from a Coordinator or Director.

.5 Per Diem

Staff shall be paid a per diem in accordance with the BCGEU Financial Manual while working to cover incidental expenses. This allowance shall only be paid when a receipted hotel bill is submitted for the day in question except under the circumstances set out in Letter of Understanding 3.

.6 Staff Accommodations

- (a) Where employees are required to stay away from home overnight on BCGEU business, as per the BCGEU Financial Manual, they shall be entitled to be reimbursed for the cost incurred in obtaining single occupancy accommodation or alternate private dwelling accommodation.
- (b) The BCGEU shall provide a credit card to all employees which shall be used exclusively for BCGEU expenses.

.7 Child Care Feasibility Study

The BCGEU and the Staff Union will conduct a survey for the purpose of determining if there is a demand for on-site child care for BCGEU staff as well as for elected officials who may require drop-in child care services. This survey will be completed within six (6) months of ratification of this Agreement. The BCGEU shall, upon completion of the study, report back to the bargaining committee the results and further discussions will take place regarding available funding, contributions by the BCGEU Staff Union and the necessary fee levels.

.8 Computer Equipment Purchase

Regular employees, upon completion of the initial probationary period, shall be entitled to an **advance once every three (3) 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 thirty (30) day period prior to applying for the advance. The advance will not exceed the actual cost or twenty-five hundred dollars (\$2,500) whichever is lesser.

The advance shall be repaid to the BCGEU through payroll deduction at a minimum rate of one hundred dollars (\$100) per pay for twenty-five (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.

.9 Cellular Telephones

Staff may elect to be covered by the BCGEU cellular phone plan for their personal cellular telephone. The staff member will notify the Administration Coordinator of the cellular telephone number and ensure that all current and past due charges are paid prior to the transfer of the cellular telephone number to the BCGEU plan.

The BCGEU will reimburse staff for business related calls claimed in accordance with the financial policy on telephone calls. All other charges will be the responsibility of the staff member.

.10 Fitness Allowance

The BCGEU and the Staff Union recognize that a healthy lifestyle among staff will enhance both the quality of services delivered by the BCGEU and the quality of work life for the employee.

To these ends, the BCGEU will reimburse employees for receipted expenses up to one hundred dollars (\$100) annually for fees to a gym, fitness centre or community centre.

A Joint Committee made up of one (1) member of the BCGEU and one (1) member of the Staff Union shall determine eligible fees.

.11 Salary Protection

Effective date of ratification, an employee shall not have his/her salary reduced by reason of:

- (a) a change in the classification of his/her position; or
- (b) placement into another position with a lower maximum salary,

that is caused other than by the employee.

That employee shall continue to receive fifty percent (50%) of the negotiated salary increases applicable to the employee's new classification until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

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

The employee shall receive the full negotiated salary increases for his/her new classification thereafter.

.12 Job Evaluation

The Parties agree that the Administrative Representative classifications shall be evaluated in accordance with the BCGEU Gender Neutral Job Evaluation Plan and the following procedures:

- (a) *Job Descriptions*

- (1) The BCGEU shall prepare job descriptions whenever a new job is created. The new job description shall be provided to the Staff Union at least prior to posting the new position.
- (2) The job description and rate of pay assigned shall be discussed by the Parties on the basis of whether it properly reflects the job to be performed.
- (3) If agreement is not reached on the job description or the rate of pay, the matter may be referred to the classification referee for binding resolution.
- (4) The BCGEU may post and fill the position pending the referee's decision. The posting shall state the position and pay rate are under review and subject to revision. Should a higher pay rate be awarded it shall be effective the date the position was filled.

(b) *Changes to Job Descriptions*

- (1) When a job description is changed or the duties of a job are changed or increased significantly, the rate of pay shall be subject to review and negotiations between the BCGEU and the Staff Union. The revised job description shall be provided to the Staff Union at least one (1) month prior to implementation of the changes.
- (2) The job description and rate of pay assigned shall be discussed by the Parties on the basis of whether it properly reflects the job to be performed.
- (3) If agreement is not reached on the job description or the rate of pay, the matter may be referred to the classification referee for binding resolution.
- (4) The BCGEU may implement the job description changes pending the referee's decision. Should a higher pay rate be awarded, it shall be effective the date the position was changed.

(c) *Classification Appeal*

- (1) If the Staff Union or the employee believe the position the employee occupies is improperly classified, the classification or pay grade will be discussed with the BCGEU designate. The Staff Union, employee and the BCGEU designate shall review the job description and the duties and responsibilities of the employee.
- (2) The Staff Union and the BCGEU will review the job description and the duties and responsibilities of the employee and attempt to reach an agreement on an appropriate classification or pay grade, within thirty (30) days of the review in (i) above.
- (3) If there is no resolution, the Staff Union may refer the matter to a classification referee within thirty (30) days of the failure to reach a resolution in (ii) above.
- (4) Any pay increases resulting from the review or a decision of the classification referee will be effective on the date of the discussion in (1).

(d) *Classification Referee*

The Parties shall mutually agree on a classification referee.

(e) *Reclassification Process*

The BCGEU agrees that no Staff Representative position will be reclassified without mutual agreement.

- DURATION OF AGREEMENT

.1 Term of the Agreement

This Agreement shall become effective October 1, **1996** and shall remain in full force and effect until September 30, **1998**. It shall be automatically renewed from year to year thereafter unless either party gives notice in writing to the other party within a period of not more than ninety (90) or less than thirty (30) days preceding the anniversary date of its desire to amend this Agreement.

.2 Notice to Bargain

Within a month of the time that either party has served notice on the other party of its desire to amend the Agreement, the Parties shall meet to negotiate an amended Agreement.

Signed on behalf of the Parties hereto, by their duly authorized representatives on this _____ **day of**
_____, **1997**.

SIGNED ON BEHALF OF THE BCGEU:

SIGNED ON BEHALF OF THE UNION:

John T. Shields

Jaynie Clark

Cliff Andstein

Guy Pocklington

George Reamsbottom

Marlene Taylor

APPENDIX A*CLASSIFICATION SERIES**

1. SERVICING	
Temporary Staff Representative	Term certain appointment
Staff Representative 1	Entry level for regular position
Staff Representative 2	Staff Representative (normally after twelve (12) months as Staff Rep 1, prior work experience as temporary staff may be considered).
Staff Representative 3	Staff Representative, initial placement for Coordinator, Senior Practitioner, Staff Counsel, Financial Manager/Controller
Staff Representative 4	Coordinator
Staff Representative 5	Director
2. ADMINISTRATIVE	
Temporary Buildings Representative	Term certain appointment
Temporary Administrative Representative Buildings Representative (Substitute)	Term certain appointment
Administrative Representative 1 Buildings Representative	Entry level Administrative Representative
Administrative Representative 2	Administrative Representative (normally after twelve (12) months as Admin Rep 1, prior work experience or experience as temporary Admin Rep may be considered).
Administrative Representative 3	Administrative Representative
Administrative Representative 4	Administrative Representative, initial placement for Coordinator
Administrative Representative 5	Coordinator

*APPENDIX B

BIWEEKLY SALARY RATES

1. SERVICING	Current
Temporary Staff Representative	\$ 1,960.32
Staff Representative 1	2,227.29
Staff Representative 2	2,494.28
Staff Representative 3	2,711.86
Staff Representative 4	2,909.47
Staff Representative 5	3,121.79
2. ADMINISTRATIVE	
Temporary Buildings Representative	\$1,605.75
Temporary Administrative Representative Buildings Representative (Substitute)	1,960.32
Administrative Representative 1 Buildings Representative	2,017.07
Administrative Representative 2	2,227.29
Administrative Representative 3	2,314.54
Administrative Representative 4	2,494.28
Administrative Representative 5	2,909.47

***3. SENIOR PRACTITIONER**

- (a) The Parties recognize the principle of a Senior Practitioner among working level **Staff** representatives.
- (b) The criteria which must be met to qualify as a Senior Practitioner is **three (3)** years' service in the bargaining unit.
- (c) There shall be a **minimum** of seven (7) Senior Practitioner **positions established and filled in accordance with Article 11, Transfers and Vacancies.**
- (d) *Role Expectations* — Senior Practitioners may be called upon in the following capacities:
- to provide advice and assistance to staff in consultation with, or in the absence of, the Coordinator;
 - to substitute for the Coordinator;
 - to develop and deliver in-house training pursuant to Clause **12.6**;

- to assist the Coordinator in the review and assessment of staff training/mentoring needs pursuant to Clause 12.1(j).

APPENDIX C

LIST OF SINGLE ARBITRATORS

1. Mark Thompson
2. Marguerite Jackson

Renewed: **March 10, 1997.**

APPENDIX D*TRANSFER/EXPENSE POLICY****1. Notice to Employee**

The BCGEU agrees to give two (2) months' notice of intent to transfer. In the event the employee is required to commence his/her new assignment sooner, he/she shall be entitled to full travel expenses for the period the notice is less than two (2) months or until he/she obtains permanent accommodation, whichever is lesser.

2. Initial Expenses

For the specific purpose of locating accommodation at the new location, an employee shall be entitled to five (5) days' leave with pay and shall be reimbursed for his/her travel expenses and, where applicable, the travel expenses for his/her spouse and children. The paid leave shall be at a time mutually agreeable to the BCGEU and the employee concerned.

3. Living Expenses upon Transfer at New Location

An employee shall be entitled to:

- (a) Up to seven (7) days' paid accommodation at the new location where the new permanent accommodation is unavailable; and
- (e) Where suitable accommodation is still unavailable after the first seven (7) days has expired, the following expense allowance shall be paid:
 - (1) **eighteen dollars (\$18)** per day up to a maximum of thirty (30) days for an employee with no dependents, or
 - (2) **twenty-three dollars (\$23)** per day up to a maximum of sixty (60) days for an employee with dependents.
- (f) The foregoing expenses shall be payable for the time specified or until suitable accommodation becomes available, whichever is lesser.

4. Moving Expenses

The BCGEU shall reimburse the employee for receipted expenses as follows:

- (a) the packing and unpacking of employee's household goods and furnishings;
- (b) the moving of employee's household goods and furnishings up to 8,165 kilograms.
- (c) comprehensive insurance during move up to a maximum of \$50,000;
- (d) insured storage for up to two (2) months, where necessary;
- (e) costs of transporting of one (1) personal vehicle and one (1) trailer towed by the personal vehicle or at the rate of thirty-six cents (36¢) per kilometre, if the vehicle and trailer are driven, whichever is the lesser amount;

- (f) cost of connections for plumbing, gas, and electrical appliances to existing facilities;
- (g) cost of modifying or altering existing facilities to allow hook up of plumbing, gas and electrical appliances up to a maximum of two hundred dollars (\$200);
- (h) Real estate and legal fees will be reimbursed upon relocation or within one (1) year of the effective date of relocation. This time period may be extended by mutual agreement based upon an appraisal.
- (i) real estate fees up to a maximum of ten thousand dollars (\$10,000) for selling private dwelling at old location;
- (j) legal fees for selling private dwelling at the former location and/or legal fees for purchasing private dwelling at the new location;
- (k) acceptable expenses and services for reimbursement of "*legal fees*" pursuant to (j) above shall be:

(1) *Acceptable Expenses*

- registration of deed
- land registry searches
- registration of mortgages
- certificate of encumbrances
- appraisal fees upon purchase only
- photocopies
- telephone
- filing fees
- miscellaneous office expenses
- B.C. Property Purchase Tax

(2) *Acceptable Services*

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

5. Incidental Expenses on Transfer

- (a) When the employee is moving to unfurnished accommodation, an amount of five hundred dollars (\$500) shall be paid. This Section shall not apply where the BCGEU pays for the moving of household effects;

(b) When the employee is moving to furnished accommodation, an amount of two hundred fifty dollars (\$250) shall be paid. This section applies where the BCGEU pays for the moving of household effects or when the new accommodation is furnished;

(c) When the employee is moving to room and board, an amount of one hundred dollars (\$100) shall be paid.

APPENDIX E*MEDICAL REFERRAL TRAVEL & ACCOMMODATION BENEFITS**

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

1. Travel Benefit

(a) 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 his/her opinion, adequate treatment is not available locally. 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.

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

(c) (1) Accommodation and expenses in a commercial facility to a maximum of one hundred dollars (\$100) per day to a maximum of seven (7) days.

(2) Accommodation expenses at Vancouver Lodge for the duration of treatment at the Cancer Control Agency of B.C.

(3) Accommodation expenses at Health House, Easter Seal House, Ronald McDonald House to a maximum of seven hundred dollars (\$700) per trip.

(4) Accommodation expenses for an adult attendant when required on a referral up to a maximum of seven (7) days at one hundred dollars (\$100) per day.

(d) 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 one hundred dollars (\$100) per trip.

(e) 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 (a), (b), (c) and (d) in reference to an approved alcohol and drug rehabilitation institute, shall be reimbursed.

(f) All expenses claimed must be accompanied by receipts.

2. 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 ninety (90) days of the date on which the expense was incurred.

Failure to submit claims within the ninety (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.

3. 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 his/her 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.

MEMORANDUM OF AGREEMENT 1**RE: DEFERRED SALARY LEAVE PLAN**

The Parties agree to establish a Deferred Salary Leave Plan effective April 1 1992.

– **Description**

.1 The purpose of the Deferred Salary Leave Plan is to afford employees the opportunity of taking one (1) year leave of absence with part pay by deferring salary for four (4) years and taking leave in the fifth year. It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.

.2 The Employer 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.

– **Qualifications**

.1 An employee who has completed five (5) years full-time employment in a regular position within the Staff Union Bargaining Unit, will be eligible to take leave under the Plan.

.2 An employee must complete an additional five (5) years from the completion of any leave under this Agreement before qualifying for a second leave.

– **Application**

.1 In order to participate, an employee must make written application to the BCGEU on or before November 30, stating the date when the employee wishes to participate in the Plan. Eligible applicants will complete the agreed to Memorandum.

.2 The BCGEU will agree to two (2), one (1) year, full-time equivalents to take salary deferral leave at any one time.

.3 Proposals for leave will be considered in order of seniority of the applicants; e.g. if a proposal is received from the most senior applicant to share a six (6) month leave with a more junior colleague, that proposal will be considered ahead of the next most senior employee who proposes a one (1) year leave. *Note: if one applicant on a joint application withdraws, the application is deemed to be withdrawn in its entirety.*

.4 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 of each year will be reviewed and the two most senior proposals will be approved for the years requested. The Staff Union will be informed of all approvals.

– **Payment Formula and Leave of Absence**

The payment of salary, fringe benefits and the timing of one (1) year leave of absence shall be as follows:

.1 In the first four (4) years of the Plan, an employee will be paid eighty percent (80%) of his/her proper salary range. The remaining twenty percent (20%) of annual salary, based on a calendar year, will be accumulated and this amount shall be paid to the employee during the year 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.

.2 Employees' health and welfare benefits will be maintained by the Employer during their leave of absence. Any benefits tied to salary level shall be structured according to actual salary paid.

.3 It is understood that unemployment 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 Employer's contribution in respect of that employee.

.4 The leave of absence may be taken only in the fifth (5th) year of the Plan. Under special circumstances, exceptions may be granted, however, the deferral period must not exceed six (6) years in total from the date the salary deferrals commenced, and the leave of absence must commence immediately after the deferral period.

.5 With the approval of the Employer, 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 thirty-three and one third percent (33%) of the salary the participating employee would normally receive in one (1) year.

Terms of Reference

.1 The leave of absence shall occur according to and be governed by this Memorandum of Agreement rather than other leave provisions in the Collective Agreement in force between the BCGEU and the Staff Union.

.2 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.

.3 Upon no less than six (6) months' notice, a participant may request a one (1) 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 Section 4(d) of this Memorandum.

.4 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.

.5 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 one (1) year leave of absence not been taken.

.6 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 sixty (60) calendar days of withdrawal from the Plan.

.7 Prior to taking his/her 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 sixty (60) calendar days of notification.

.8 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.

.9 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.

.10 There will be no interruption of a leave once it has commenced.

Salary

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

- .1 amounts which were deferred under the Plan; and
- .2 the reasonable fringe benefits that the Employer usually pays to or on behalf of employees.

Fringe Benefits

.1 During a leave of absence, the responsibility for payment of premiums for fringe benefits for a participant shall be established in this 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.

.2 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.

Termination or Amendment of the Plan

.1 This Plan may be amended or terminated by agreement between the Staff Union and the BCGEU. Any amendments shall be binding upon all present and future participants.

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

Employee Agreement

"I have read the terms and conditions of the Agreement between the Staff Union 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, 199__.

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:*

<i>First Year</i>	____%
<i>Second Year</i>	____%
<i>Third Year</i>	____%
<i>Fourth Year</i>	____%
 <i>Number of additional years</i>	_____
<i>Percentage per additional year</i>	_____

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 Section 4(e) of the Deferred Salary Leave Plan Memorandum."

Signature of Applicant

Date

Written approval of the BCGEU President

Signature of BCGEU President

Date

Income Tax Act

This Memorandum 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 Memorandum that are necessary in order to comply with the Income Tax Act.

SIGNED ON BEHALF OF THE BCGEU:

SIGNED ON BEHALF OF THE UNION:

John T. Shields

Jaynie Clark

Cliff Andstein

Guy Pocklington

George Reamsbottom

Marlene Taylor

Signed this ____ day of _____, 19 ____.

MEMORANDUM OF AGREEMENT 2

RE: EMPLOYMENT EQUITY

The Parties agree to establish a Union/BCGEU Committee to develop the principles which shall form the establishment of an Employment Equity Program within BCGEU workplaces. The OTEU will be invited to participate in the Committee on an equal basis with the Staff Union and the BCGEU.

The Committee may make recommendations to the BCGEU.

The objectives of the Committee will be to suggest methods:

- to develop a workplace culture that values diversity;
- to develop a workforce that is at all levels representative of the diverse membership served;
- to enhance employment and career opportunities for all groups;
- to ensure harassment free workplaces.

Dated: **March 10, 1997**

MEMORANDUM OF AGREEMENT 3

RE: JOB SHARING

During the life of this Agreement one (1) pilot project on job sharing shall be permitted. The details of this pilot project shall be determined by the Joint Workload and Training Committee in conjunction with the partner applicants.

Renewed: **March 10, 1997**

MEMORANDUM OF AGREEMENT 4*RE: TELEWORK**

(a) The parties agree to establish a Joint Committee comprised of three (3) representatives of the BCGEU and three (3) representatives of the Staff Union. The purpose of the Joint Committee shall be to recommend to the bargaining principals:

- (1) a policy regarding Telework to be issued within three (3) months of signing this Agreement;**
- (2) guidelines and training materials regarding implementation of Telework projects for use by directors and employees; and**
- (3) amendments to the Telework policy as deemed necessary after monitoring Telework projects**

consistent with the following provisions:

(b) For the purposes of this Memorandum:

***"telework"* is the scheduled performance of work during regular working hours by an employee from a teleworkplace.**

***"official workplace"* is the location where the employee would ordinarily work if there were no telework situation. In a teleworking situation, the employee's official workplace continues to be the official workplace business address.**

***"teleworkplace"* is the location at which the employee and the BCGEU have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the BCGEU.**

(c) (1) Telework may be initiated by either the employee or the BCGEU. Participation in any telework arrangement shall be by mutual agreement.

(2) A telework arrangement may be terminated by either the employee or the BCGEU providing thirty (30) days written notice to the other party.

(d) (1) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.

(2) Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.

(3) A person who would not otherwise be an employee of the BCGEU will not become one because they are doing work for the BCGEU from an off-site location.

(e) No employee shall telework more than three (3) days a week without mutual consent of all parties.

(f) Details of the telework arrangement are to be recorded in an agreement signed by the employee and director prior to telework commencing. A copy of this Agreement will be provided to the Staff Union.

(g) The BCGEU is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the telework agreement. Such equipment and supplies shall remain the property of the BCGEU and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.

(h) The employee is responsible to:

(1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;

(2) in consultation with the Local Occupational Health and Safety Committee or Staff Union and BCGEU designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;

(3) ensure that equipment and supplies provided by the BCGEU are used only for the purpose of carrying out the BCGEU's work;

(4) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;

(5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

SIGNED ON BEHALF OF THE BCGEU:

SIGNED ON BEHALF OF THE UNION:

John T. Shields

Jaynie Clark

Cliff Andstein

Guy Pocklington

George Reamsbottom

Marlene Taylor

Signed this _____ day of _____, 19 _____.

***MEMORANDUM OF AGREEMENT 5**

The Parties agree that Staff Representatives and Administrative Representatives on pre-retirement leave pursuant to Clause 21.4 of the Collective Agreement will receive the following if they are engaged in active duties on a temporary assignment:

- 1. the current salary for the position in which they are performing temporary duties;**
- 2. the Vacation/RRSP allowance pursuant to Clause 15.9, except it will be paid upon request in a lump sum upon completion of the temporary assignment(s);**
- 3. a fuel credit card pursuant to Clause 22.2;**
- 4. the transportation allowance pursuant to Clause 23.5 on a pro rata basis.**

No other benefits or allowances of the Collective Agreement will apply except as specified in Clause 21.4 or except for reimbursable expenses as per the financial policy.

SIGNED ON BEHALF OF THE BCGEU:

SIGNED ON BEHALF OF THE UNION:

John T. Shields

Jaynie Clark

Cliff Andstein

Guy Pocklington

George Reamsbottom

Marlene Taylor

Signed this ____ day of _____, 19 ____.

LETTER OF UNDERSTANDING 1

RE: DELEGATES TO CONVENTIONS

Staff delegates to the CLC, NUPGE, and B.C. Federation of Labour conventions will be filled as follows:

- (a) delegates needed to fill full-time functions of a staffing nature will be assigned by the President of the BCGEU;
- (b) remaining positions will be filled by nomination by the Staff Union, in consultation with the President of the BCGEU.

Renewed: **March 10, 1997**

LETTER OF UNDERSTANDING 2

RE: POSITION ON BCGEU FINANCE COMMITTEE

The BCGEU agrees to add one (1) position on the BCGEU Finance Committee for the President of the Staff Union or his/her designate. The position will carry full voice and vote.

Renewed: **March 10, 1997**

LETTER OF UNDERSTANDING 3

RE: STAFF INCIDENTAL EXPENSES

Notwithstanding Section 9.6(b) of the BCGEU Financial Manual, incidental expenses for Staff Representatives and Administrative Representatives are claimable when a Representative qualifies for reimbursement for two (2) meals in a calendar day pursuant to Sections 9.5(a) and/or 9.5(d) of the BCGEU Financial Manual. The receipted meal expense referenced in Section 9.5(d) does not qualify as one of the two (2) meals.

For the purposes of the foregoing, submission of a hotel receipt, as outlined in Section 9.6(b) of the BCGEU Financial Manual, shall not be required.

Renewed: **March 10, 1997.**