

THIRTEENTH MASTER AGREEMENT

between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the

**PUBLIC SERVICE EMPLOYEE
RELATIONS COMMISSION**

and the

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

Agreement made this 23rd day of May, 2001

TABLE OF CONTENTS

DEFINITIONS	1
ARTICLE 1 - PREAMBLE	6
1.1 Purpose of Agreement	6
1.2 Future Legislation	6
1.3 Conflict With Regulations	6
1.4 Notice of Legislative Change	7
1.5 Master/Component Agreement	7
1.6 Singular and Plural.....	8
1.7 Human Rights Code.....	8
1.8 Sexual Harassment.....	9
1.9 Discrimination and Sexual Harassment Complaint Procedures	11
ARTICLE 2 - UNION RECOGNITION AND RIGHTS.....	13
2.1 Bargaining Unit Defined.....	13
2.2 Bargaining Agent Recognition	15
2.3 Correspondence.....	15
2.4 No Other Agreement.....	16
2.5 No Discrimination for Union Activity	16
2.6 Recognition and Rights of Stewards	16
2.7 Bulletin Boards	17
2.8 Union Insignia.....	17
2.9 Right to Refuse to Cross Picket Lines.....	17
2.10 Time Off for Union Business	18
2.11 Union Meetings.....	19
ARTICLE 3 - UNION SECURITY	20
ARTICLE 4 - CHECK-OFF OF UNION DUES	20
ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES	21
ARTICLE 6 - EMPLOYER'S RIGHTS	22
ARTICLE 7 - EMPLOYER/UNION RELATIONS	22
7.1 Union and Employer Representation	22
7.2 Union Bargaining Committees	23
7.3 Union Representatives	23
7.4 Technical Information.....	24

7.5	Policy Meetings.....	24
7.6	Emergency Services.....	24
ARTICLE 8 - GRIEVANCES		24
8.1	Grievance Procedure.....	24
8.2	Step 1	25
8.3	Time Limits to Present Initial Grievance	25
8.4	Step 2.....	25
8.5	Time Limit to Reply at Step 2	26
8.6	Step 3	26
8.7	Time Limit to Reply at Step 3	27
8.8	Failure to Act.....	27
8.9	Time Limits to Submit to Arbitration.....	27
8.10	Administrative Provisions	27
8.11	Dismissal or Suspension Grievances.....	28
8.12	Deviation from Grievance Procedure.....	28
8.13	Policy Grievance.....	29
8.14	Technical Objections to Grievances.....	29
8.15	Effective Date of Settlements	30
8.16	Amending Time Limits.....	30
ARTICLE 9 - ARBITRATION		30
9.1	Notification	30
9.2	Assignment of a Single Arbitrator.....	31
9.3	Three-Person Arbitration Board	31
9.4	Board Procedure.....	32
9.5	Decision of Board	32
9.6	Disagreement on Decision.....	32
9.7	Expenses of Arbitration Board	32
9.8	Amending Time Limits.....	33
9.9	Expedited Arbitration	33
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE		34
10.1	Burden of Proof.....	34
10.2	Dismissal	34
10.3	Suspension.....	35
10.4	Dismissal and Suspension Grievance.....	35
10.5	Right to Grieve Other Disciplinary Action	35
10.6	Employee Appraisal Forms	36
10.7	Personnel File.....	36

10.8	Right to Have Steward Present.....	37
10.9	Rejection During Probation.....	37
10.10	Abandonment of Position.....	38
ARTICLE 11 - SENIORITY		38
11.1	Seniority Defined.....	38
11.2	Seniority List.....	39
11.3	Loss of Seniority.....	40
11.4	Re-employment.....	40
11.5	*Bridging of Service.....	41
ARTICLE 12 - SERVICE CAREER POLICY.....		41
12.1	Postings.....	41
12.2	Union Observer.....	43
12.3	Selection Procedures.....	43
12.4	Notification.....	44
12.5	Appeal Procedure.....	44
12.6	Interview Expenses.....	45
12.7	Transfers Without Posting.....	46
12.8	Relocations.....	46
12.9	Rehabilitation Committee.....	47
12.10	Selection Panels.....	48
ARTICLE 13 - LAYOFF AND RECALL		49
PREAMBLE		49
13.1	Ministry Workforce Adjustment (Phase 1).....	49
13.2	Joint Workforce Adjustment Steering Committee (JWASC) (Phase 2).....	51
13.3	Less Than Three Years' Service Seniority.....	53
13.4	Layoff - Three or More Years of Service Seniority.....	56
13.5	*Joint Committee.....	60
ARTICLE 14 - HOURS OF WORK		62
14.1	Hours of Work.....	62
14.2	Work Schedules.....	62
14.3	Conversion of Hours.....	65
14.4	Rest Periods.....	66
14.5	Stand-by Provisions.....	66
14.6	Meal Periods.....	67

14.7	Points of Assembly and Work Start Times	67
14.8	Flextime.....	67
ARTICLE 15 - SHIFT WORK		68
15.1	Definition of Shifts and Shift Premiums	68
15.2	Shift Premium Entitlement	68
15.3	Notice of Work Schedules	69
15.4	Short Changeover Premium	70
15.5	Exchange of Shifts	70
15.6	Shortfall of Annual Working Hours	70
ARTICLE 16 - OVERTIME		70
16.1	Definitions	70
16.2	Authorization and Application of Overtime	71
16.3	Overtime Entitlement.....	71
16.4	Recording of Overtime	72
16.5	Sharing of Overtime.....	72
16.6	Overtime Compensation	72
16.7	Overtime Meal Allowance.....	73
16.8	No Layoff to Compensate for Overtime	74
16.9	Right to Refuse Overtime	74
16.10	Overtime for Part-time Employees.....	74
16.11	Call-out Provisions.....	75
16.12	Rest Interval After Overtime	76
ARTICLE 17 - PAID HOLIDAYS		77
17.1	Paid Holidays	77
17.2	Holidays Falling on Saturday or Sunday	77
17.3	Holiday Falling on a Day of Rest	77
17.4	Holiday Falling on a Scheduled Work Day	78
17.5	Holiday Coinciding With a Day of Vacation.....	78
17.6	Christmas or New Year's Day Off.....	78
17.7	Paid Holiday Pay.....	78
ARTICLE 18 - ANNUAL VACATIONS.....		79
18.1	Annual Vacation Entitlement	79
18.2	Vacation Earnings for Partial Years	80
18.3	Vacation Scheduling	80
18.4	Vacation Pay	81
18.5	Approved Leave of Absence With Pay	81
18.6	Vacation Carry-over	82

18.7	Call Back From Vacation	82
18.8	Vacation Leave on Retirement	83
18.9	Vacation Credits Upon Death.....	83
ARTICLE 19 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY		83
ARTICLE 20 - SPECIAL AND OTHER LEAVE		83
20.1	Bereavement Leave.....	83
20.2	Special Leave	84
20.3	Family Illness	85
20.4	Full-time Public Duties.....	85
20.5	Leave for Court Appearances	86
20.6	Leave for Writing Examinations	86
20.7	Leave for Taking Courses.....	87
20.8	Educational Leave.....	87
20.9	Elections	89
20.10	General Leave	89
20.11	Leave for Medical and Dental Care	90
20.12	Maximum Leave Entitlement.....	91
20.13	Emergency Service Leave	91
20.14	Canadian Armed Forces	91
20.15	Donor Leave.....	92
20.16	Other Religious Observances	92
20.17	Extended Child Care Leave.....	92
ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE		93
21.1	Maternity Leave	93
21.2	Parental Leave.....	93
21.3	Benefit Waiting Period	94
21.4	Benefit Waiting Period Allowance.....	94
21.5	Maternity Leave Allowance	94
21.6	Parental Leave Allowance	95
21.7	Pre-Placement Adoption Leave.....	96
21.8	Benefits Continuation	96
21.9	Deemed Resignation	97

21.10	Entitlements Upon Return to Work.....	97
21.11	Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment.....	98
21.12	Benefits Upon Layoff	98
ARTICLE 22 - OCCUPATIONAL HEALTH		
AND SAFETY		99
22.1	Statutory Compliance	99
22.2	Provincial Joint Occupational Health and Safety Committee.....	99
22.3	Joint Occupational Health and Safety Committees	99
22.4	Unsafe Work Conditions	102
22.5	Investigation of Accidents	102
22.6	Occupational First Aid Requirements and Courses	103
22.7	Injury Pay Provision	106
22.8	Transportation of Accident Victims	106
22.9	Video Display Terminals	106
22.10	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances	109
22.11	Radio Contact or Employee Check	109
22.12	Communicable Diseases.....	109
22.13	Workplace Violence	110
22.14	Pollution Control.....	111
22.15	Training Program for Occupational Health and Safety Committee Members	111
22.16	Skin Protection From Ultra Violet Radiation	112
22.17	Employee Safety Travelling To and From Work.....	112
22.18	Strain Injury Prevention.....	113
ARTICLE 23 - TECHNOLOGICAL CHANGE.....		114
23.1	.....	114
23.2	.....	114
23.3	.....	115
23.4	.....	115
23.5	.....	116

ARTICLE 24 - CONTRACTING OUT	116
ARTICLE 25 - HEALTH AND WELFARE	116
25.1 Basic Medical Insurance	116
25.2 Extended Health Care Plan	116
25.3 Dental Plan	116
25.4 Group Life	117
25.5 Air Travel Insurance	118
25.6 Employment Insurance	118
25.7 Medical Examination	118
25.8 Legislative Changes	119
25.9 Employee and Family Assistance Program	119
25.10 Health and Welfare Plans	119
25.11 Designation of Spouse	120
ARTICLE 26 - WORK CLOTHING	120
26.1	120
26.2 Purchase of Work Clothing	120
26.3 Replacement Provisions	121
ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....	121
27.1 Equal Pay	121
27.2 Paydays	121
27.3 Rates of Pay	122
27.4 Substitution Pay	123
27.5 Rate of Pay on Reclassification or Promotion	125
27.6 Pay on Temporary Assignment	126
27.7 Salary Protection and Downward Reclassification of Position	126
27.8 Vehicle Allowances	127
27.9 Meal Allowances	127
27.10 Isolation Allowance	128
27.11 Transportation for Employees	129
27.12 Cashier Policy	129
27.13 Abnormal Working Conditions	129
27.14 Upgrading Qualifications	129
27.15 Accommodation, Board and Lodging	130
27.16 Relocation Expenses	130

27.17	Relocation at Time of Retirement	130
27.18	Retirement Allowance and Pre-Retirement Leave	131
27.19	Salary Rate Upon Employment	132
27.20	Telephone Allowance	132
27.21	Salary Rate on Demotion.....	132
27.22	Hourly, Daily and Partial Month Calculations.....	132
27.23	Special Vacation Transportation Subsidy for Severely Isolated Locations	134
27.24	Child Care Expenses	134
27.25	Lodging Allowance.....	135
27.26	Qualified Registered Professional Fees.....	135
ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION .....135		
28.1	Classification Plan	135
28.2	Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs.....	136
28.3	Classification Appeal Procedure	137
28.4	Adjudication.....	139
28.5	Effective Dates	139
ARTICLE 29 - MINISTRY JOINT COMMITTEE .....139		
29.1	Establishment of Joint Committee	139
29.2	Meetings of Committee	140
29.3	Chairperson of Committee.....	140
29.4	Responsibilities of Committee	140
ARTICLE 30 - SECONDMENT .....141		
30.1	Definition	141
30.2	Notice of Secondment.....	142
30.3	Provisions of BCGEU Agreements to Apply	142
30.4	Employer's Representative Designated to Handle Grievances at the 2nd Step.....	142
ARTICLE 31 - AUXILIARY EMPLOYEES.....142		
31.1	Auxiliary Employees	142
31.2	In-Service Status for Applying for Regular Positions	144
31.3	Seniority	144
31.4	Loss of Seniority	146
31.5	Layoff and Recall.....	146

31.6	Application of Agreement	151
31.7	Health and Welfare	152
31.8	Weekly Indemnity.....	152
31.9	Medical, Dental and Group Life Insurance.....	155
31.10	Designated Paid Holidays.....	155
31.11	Annual Vacations.....	156
31.12	Eligibility Requirements for Benefits.....	158
ARTICLE 32 - GENERAL CONDITIONS		159
32.1	Child Care Facility	159
32.2	Commuting.....	160
32.3	Tools and Allowances.....	160
32.4	Comprehensive Insurance.....	160
32.5	Indemnity	160
32.6	Payroll Deductions.....	162
32.7	Political Activity	162
32.8	Copies of Agreements.....	163
32.9	Travel Advance	164
32.10	Transfer of Employees Out of the Public Service Bargaining Unit	164
32.11	Private Vehicle Damage	164
32.12	Personal Property Damage	165
32.13	Disclosure of Information.....	165
32.14	Electronic Monitoring.....	166
32.15	Misuse of Managerial/Supervisory Authority.....	166
ARTICLE 33 - EMPLOYMENT EQUITY.....		169
ARTICLE 34 - SPECIAL EMPLOYMENT PROGRAMS		171
34.1	Public Service Training Program	171
34.2	Cooperative Education Training Program	173
34.3	Youth Employment Program.....	174
ARTICLE 35 - SAFEGUARDING VULNERABLE PEOPLE.....		175
35.1	Purpose	175
35.2	Confidential Disclosures.....	175

ARTICLE 36 - LIMITED EMPLOYMENT AND PRIVATIZATION.....	177
36.1 Limited Employment	177
36.2 Privatization	179
36.3 Referral of Disputes	185
ARTICLE 37 - TERM OF AGREEMENT	186
37.1 Duration.....	186
37.2 Notice to Bargain	186
37.3 Commencement of Bargaining.....	187
37.4 Change in Agreement	187
37.5 Agreement to Continue in Force	187
37.6 Effective Date of Agreement.....	187
APPENDIX 1 - Ministries, Boards and Agencies.....	189
APPENDIX 2 - Excluded Classes.....	190
APPENDIX 3 - Classifications & Rates of Pay	191
APPENDIX 3A AND 3B – Salary Grid.....	193
APPENDIX 3C - Classification Titles and Grid Ranges....	203
APPENDIX 3D - Active Trades Classifications - Chart 1.....	230
APPENDIX 3D - Inactive Trades Classifications - Chart 2.....	233
APPENDIX 3E - Rates of Pay For Apprentices.....	235
APPENDIX 3F - Special Employment Program Rates.....	236
APPENDIX 4 - Short and Long Term Disability.....	239
Part I - Short Term Illness and Injury Plan	239
Part II - Long Term Disability Plan.....	246
Part III - Joint Advisory Committee	257
Part IV - Rehabilitation	258
APPENDIX 5	261
APPENDIX 6 - Locations Approved for Special Vacation Transportation Subsidy (Clause 27.23).....	262
APPENDIX 7 - Seniority Blocks	263

APPENDIX 8 - Biweekly Pay Conversion Schedule	
Isolation Allowance	264
INFORMATION APPENDIX I - Advance Payment	
of Group Life Benefits	265
INFORMATION APPENDIX II -Job Sharing Policy	
Directive 6.1	266
MEMORANDUM OF UNDERSTANDING #1 -	
Stewards At Step 2 of the Grievance Procedure	276
MEMORANDUM OF UNDERSTANDING #2 - Board	
and Lodging and Relocation Expenses	277
Part I - Board and Lodging Regulations.....	279
Part II - Relocation Expenses	286
Part III	293
MEMORANDUM OF UNDERSTANDING #3 -	
Effective Use of Human Resources	294
MEMORANDUM OF UNDERSTANDING #4 -	
Telework	295
MEMORANDUM OF UNDERSTANDING #5 -	
Union/Management Joint Training	297
MEMORANDUM OF UNDERSTANDING #6 - Protocol	
for Joint Union Management Training Initiatives	298
MEMORANDUM OF UNDERSTANDING #7 -	
JWASC Training Fund	300
MEMORANDUM OF UNDERSTANDING #8 -	
Priority Placement and Employment Equity	300
MEMORANDUM OF UNDERSTANDING #9 -	
Riverview Downsizing	302
MEMORANDUM OF UNDERSTANDING #10 -	
Role of the Rehabilitation Committee	304
MEMORANDUM OF UNDERSTANDING #12 -	
Illness and Injury Prevention	306
MEMORANDUM OF UNDERSTANDING #13 -	
Regular Part-Time Employees	306

**LETTER OF UNDERSTANDING #1 -
Appendix 4, Section 2.8(A).....309**

**LETTER OF UNDERSTANDING #2 -
Supplemental Unemployment Benefit Plan.....309**

**LETTER OF AGREEMENT #1 -
Illness and Injury Plan Review311**

**LETTER OF AGREEMENT #2 -
Early Retirement Incentive Program.....313**

INDEX315

NOTE: Changes to the Twelfth Master Agreement are indicated in the Thirteenth Master Agreement with **bold type** (except for **Headings**) or an asterisk (*) where language has been deleted and no new text added.

DEFINITIONS

For the purpose of this Agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining described in Section 4(c) of the *Public Service Labour Relations Act* for which the B.C. Government Employees' Union was certified by the Labour Relations Board of British Columbia on March 8, 1974, and includes all the employees in the ministries, boards, and agencies of the Government of British Columbia as outlined in Appendix 1—Ministries, Boards and Agencies;
- (2) "*basic pay*" - means the rate of pay negotiated by the Parties to this Agreement, including add-to-pay resulting from salary protection;
- (3) "*child*" - wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Director of **Child Protection**, or a child of a spouse;
- (4) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (5) "*component*" - means an occupational bargaining unit as specified in Appendix 3—Classifications & Rates of Pay;
- (6) "*continuous employment*" or "*continuous service*" - means uninterrupted employment in the Public Service of British Columbia subject to the provisions of Clause 11.3;
- (7) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily

required to perform the duties of their position. This does not include employees on a leave of absence;

(8) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;

(9) "*ministry*" - means a part of the Government of British Columbia specified in Appendix 1—Ministries, Boards and Agencies;

(10) "*Deputy Minister*" - means the Deputy of a Minister or the Head of a ministry as defined in this Agreement;

(11) "*employee*" - means a member of the bargaining unit and includes:

(a) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;

(b) "*auxiliary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:

1. seasonal positions;
2. positions created to carry out special projects or work which is not continuous;
3. temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave;
4. temporary positions created by special programs such as the summer student employment program, winter works programs

for the unemployed, emergencies such as floods or other special temporary programs;

"employee" does not include:

- (a) persons excluded by Section 1 of the *Public Service Labour Relations Act*;
- (b) incumbents of managerial or confidential positions mutually excluded by the Parties to this Agreement;
- (c) excluded classes as outlined in Appendix 2—Excluded Classes.

(12) "*Employer*" - means the Government of the Province of British Columbia represented by the Public Service Employee Relations Commission (PSERC);

(13) "*field status*" - employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

(14) "*headquarters or geographic location*" - is that area within a radius of 32 kilometers of where an employee ordinarily performs their duties. **For the purposes of Articles 12.8, 13 and 36 and relocation expenses arising therefrom, "*headquarters or geographic location*" will be redefined as a radius of 50 kilometers (32 kilometers in the GVRD or CRD) of where an employee ordinarily performs their duties.**

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

(15) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;

(16) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;

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

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

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

(20) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;

(21) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;

(22) "*probation*" - for an employee means that period of probation outlined in Section 9 of the *Public Service Act*;

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

(24) "*relocation*" - refers to the movement of an employee from one geographic location to another;

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

(26) "*rest period*" - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest;

(27) "*seasonal field employees*" - are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

(28) "*shift*" - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;

(29) "*spouse*" - includes husband, wife and common-law spouse;

(30) "*termination*" - is the separation of an employee from the Public Service for cause pursuant to Article 10—Dismissal, Suspension and Discipline, Article 11—Seniority, or Article 31—Auxiliary Employees;

(31) "*travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on Government business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees;

(32) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU);

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

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

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

(b) The Parties to this Agreement share a desire to improve the quality of the Public Service of British Columbia. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the Public Service in which members of the bargaining unit are employed.

1.2 Future Legislation

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

1.3 Conflict With Regulations

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

1.4 Notice of Legislative Change

The Public Service Employee Relations Commission agrees that no proposal to amend, repeal, or revise the *Public Service Labour Relations Act*, the *Public Service Act*, or regulations made pursuant thereto, which would affect the terms and conditions of employment of employees covered by this Agreement shall be put forward without first notifying the Union in writing of the nature of the proposal.

1.5 Master/Component Agreement

- (a) The Master Agreement will be the principal agreement under which all negotiable items are bargained, unless delegated to the Components by mutual agreement between the master bargaining agents.
- (b) The Component Agreement shall be subject to the provisions of the Master Agreement and shall not contradict, nullify, or alter any term contained in the Master Agreement.
- (c) Whenever the term "*Component Agreement*" is used, it shall be deemed synonymous to the term "*Subsidiary Agreement*" as used in the *Public Service Labour Relations Act*.
- (d) The expiry date of a Component Agreement shall not be prior to the expiry date of the Master Agreement.
- (e) The master bargaining agents shall have the sole prerogative to determine which items are negotiable in Component Agreements.
- (f) Any item not specified by the master bargaining agents as negotiable by the Components shall be deemed as negotiable in the Master Agreement until so delegated to the Component.
- (g) The Parties agree that items in Component Agreements signed by the Parties shall be deemed to be negotiable in Component Agreements and such provisions shall be in full force and effect.

1.6 Singular and Plural

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

1.7 Human Rights Code

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

In accordance with Clause 7.5, the Parties will continue to review methods of extending knowledge of the *Human Rights Code* within the Public Service and for extending knowledge relating to the *Human Rights Code* to all employees.

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

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the *B.C. Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in Clause 1.9. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.9.

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

1.8 Sexual Harassment

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the *B.C. Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in Clause 1.9. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.9.

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

Examples of sexual harassment include but are not limited to:

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

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

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

1.9 Discrimination and Sexual Harassment Complaint Procedures

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clause 1.7 or 1.8 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.

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

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The

manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

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

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

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

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

(f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to adjudication in accordance with

the agreed upon Discrimination and Harassment In The Workplace Policies and Procedures.

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

(h) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

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

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees included in the Public Service bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the Parties as managerial and (or) confidential exclusions. The Parties to this Agreement acknowledge the difficulty in establishing a service-wide policy for determining managerial and (or) confidential exclusions. The Parties further agree that cognizance shall be given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of Government policy or in the process of employer-employee relations.

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

- (1) position incumbents employed for the primary purpose of exercising senior management functions;
 - (2) position incumbents employed in a confidential capacity in matters relating to labour relations;
 - (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of their being covered by another bargaining unit as specified in Section 4(a) or (b) of the *Public Service Labour Relations Act*.
- (d) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.
- (2) The Parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.
- (i) Such discussions shall include an interview with the incumbent and their immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.
 - (ii) Where the position is classified at ML 6 or higher, the incumbent and their immediate

supervisor may be interviewed by mutual agreement.

(3) If no agreement is reached or if no response is received from the Union within 90 days of the date of notification in (1) above, the Employer may refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.

(4) Where a matter has been referred to arbitration, the arbitrated decision, if any, will be deemed to be binding on the Parties.

(5) The Employer shall provide to the Union on an annual basis a list of excluded positions and incumbents in each Ministry.

2.2 Bargaining Agent Recognition

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

2.3 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement or Component Agreements shall be sent to the President of the Union or their designate.

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

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

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

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

(d) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;

(4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

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

2.8 Union Insignia

(a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

(b) The recognized insignia of the Union shall include the designation "*bcgeu*". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

(a) *Without pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;

(3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;

(4) up to seven employees on a Component Bargaining Committee to carry on negotiations with the Employer; however, the components reserve the right to use up to three additional persons for technical information or advice, who shall also be covered by the provisions of this clause;

(5) to employees called by the Union to appear as witnesses before an arbitration board, the Public Service Appeal Board, the Labour Relations Board, **or the Human Rights Tribunal**;

(6) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.1.

(b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to one employee per component (two employees where the component has 10,000 or more employee members) and to employees who are Table Officers of the BCGEU who are representatives of the Union on the Union's Master Bargaining Committee to carry on negotiations with the Employer.

(c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

(d) *The Employer shall grant, on request, leave of absence without pay:

(1) for employees selected for a full-time position with the Union for a period of one year;

(2) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union.

(3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

2.11 Union Meetings

(a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.

(b) The Union shall provide **not less than two** weeks' notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.

(c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

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

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

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

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

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

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

- (b) A new employee shall also be provided with:
 - (1) the name, location and work telephone number of the steward; and
 - (2) an authorization form for union dues check-off.
- (c) Upon request, the steward shall be advised of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.
- (e) The Union will provide ministries with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b) (1) above.
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 6 - EMPLOYER'S RIGHTS

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Bargaining Committees

A Union Master Bargaining Committee shall be appointed and consist of the Table Officers of the Union, plus one representative of each Component together with the President of the Union. Component Bargaining Committees shall be appointed by the Components. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.3 Union Representatives

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

premises and such access shall not interfere with the operations of the Ministry or section concerned.

7.4 Technical Information

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

7.5 Policy Meetings

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

7.6 Emergency Services

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

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

(a) The Employer and the Union recognize that grievances may arise concerning:

(1) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, Component Agreements, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or

(2) the dismissal, discipline, or suspension of an employee bound by this Agreement.

(b) The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

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

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting their grievance to the designated local supervisor through the Union steward.

- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

- (a) Within 14 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated Union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. In such cases, Clause 8.7(b) shall not apply. The report shall not be introduced as evidence at any arbitration proceeding.

8.6 Step 3

- (a) The President of the Union, or their designate, may present a grievance at Step 3:
 - (1) within 21 days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
 - (2) within 21 days after the Employer's reply was due.
- (b) The presentation at this step shall include a report of the Step 2 meeting and the results of investigations carried out by

the Union with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

8.7 Time Limit to Reply at Step 3

(a) Within 30 days of receipt of the grievance at Step 3, the representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance.

(b) The reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

8.8 Failure to Act

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

8.9 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9—Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

(a) 30 days after the Employer's decision has been received,
or

(b) 30 days after the Employer's decision was due.

8.10 Administrative Provisions

(a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or by facsimile.

(b) Subject to (c), grievances, replies, and notification shall be deemed to have been presented on the date on which they were certified, and received on the date they were delivered to the appropriate office of the Employer or the Union.

(c) Where a facsimile is used to transmit grievances, replies and notification, the sender must forward the original documents to the Step 3 recipient by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

(d) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, (c) shall not apply and originals will be forwarded upon conclusion of the dispute.

8.11 Dismissal or Suspension Grievances

(a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration, with a copy to the Public Service Employee Relations Commission and the Deputy Minister of the appropriate Ministry, within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.

(b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving such notice.

8.12 Deviation from Grievance Procedure

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

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

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

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

8.13 Policy Grievance

(a) Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement or a Component Agreement, the dispute shall be discussed initially with the Public Service Employee Relations Commission or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9—Arbitration.

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

8.14 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through

the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.13, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.16 Amending Time Limits

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

ARTICLE 9 - ARBITRATION

9.1 Notification

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

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other Party. Submissions may be transmitted by facsimile, however,

the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

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

9.2 Assignment of a Single Arbitrator

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

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

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

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

9.3 Three-Person Arbitration Board

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

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

9.4 Board Procedure

(a) In this article the term "*Board*" means a single arbitrator or a three-person Arbitration Board.

(b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

9.5 Decision of Board

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

9.6 Disagreement on Decision

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

9.7 Expenses of Arbitration Board

Each Party shall pay:

- (a) The fees and expenses of the arbitrator it appoints; and
- (b) One-half of the fees and expenses of the Chairperson.

9.8 Amending Time Limits

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

9.9 Expedited Arbitration

(a) The Parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 work days;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Master or a Component Agreement;
- (6) grievances relating to Article 14—Hours of Work of the Master Agreement;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a Party intends to raise a preliminary objection;
- (9) demotions.

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

- (c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either Party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Dismissal

A Deputy Minister or any other person authorized in accordance with the *Public Service Act*, may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

The Deputy Minister or any other person authorized in accordance with the *Public Service Act* may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

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

10.5 Right to Grieve Other Disciplinary Action

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

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

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

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

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

10.6 Employee Appraisal Forms

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.
- (b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of their appraisal upon request.

10.7 Personnel File

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

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

10.8 Right to Have Steward Present

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

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

10.9 Rejection During Probation

(a) A Deputy Minister or any other person authorized in accordance with the *Public Service Act* may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8-Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.11(a).

10.10 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this and Component Agreements:

- (a) Service seniority shall mean the length of continuous service as a regular employee in the Public Service of British Columbia. Regular employees in the Public Service of British Columbia as of June 30, 1974, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the Employer prior to that date. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every 1827 hours completed.
- (b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to their present classification with the status of a regular employee.
- (c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clauses 12.7 or 12.9 or is demoted through no fault of their own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher

classification within the same classification series or related series.

(d) Regular employees of B.C. Buildings Corporation and those employees who had been employed as regular employees in the Public Service prior to their transfer to a Regional Health Board who are appointed to regular positions in the Public Service shall be credited with service seniority equivalent to their length of service with the Crown Corporation **or** Regional Health Board **and** the Employer subject to the following conditions:

- (1) the employee must successfully complete their probation period on appointment to the Public Service; and
- (2) there must be no break in regular service between the two employers.

(e) Employees appointed under the *Public Service Act* who are not members of this bargaining unit will not be credited, for the purpose of layoff and recall, with service seniority until they have completed one year's employment after having been placed into a vacancy within this bargaining unit, except as provided in (f).

(f) Employees who left the bargaining unit to fill a position, within the public service, shall be immediately credited, for the purposes of layoff and recall, with their service seniority accrued within the bargaining unit. Upon completion of one year's service these employees will be credited with the remainder of their service seniority.

11.2 Seniority List

A current service seniority list for regular employees as of December 31st will be provided by the Employer to the President of the Union on or before March 31st of the following year.

11.3 Loss of Seniority

(a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21—Maternity, Parental and **Pre-Adoption** Leave, shall not accrue seniority for leave periods over 30 calendar days.

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

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

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

- (1) they are discharged for just cause;
- (2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position;
- (3) they are on layoff for more than one year; or
- (4) **except as provided in Clause 13.3(a)(4)**, they become an auxiliary employee.

11.4 Re-employment

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

11.5 *Bridging of Service

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

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

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

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Postings

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days. Such postings shall be throughout the Public Service unless limited by the Commissioner or their designate or as specified in the Memorandum of Understanding #8—Priority Placement and Employment Equity.
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists

shall be in effect for a maximum of **one year** from the establishment of the list.

(c) Vacancies of a temporary nature which are known to exceed seven months shall be posted within 30 days. Such postings will normally be limited to the geographic area. In cases where a position is unique to the ministry or forms a career path for ministry employees, the opportunity may be limited to a ministry within the geographic area. In those circumstances where the posting is not limited to the geographic area, Memorandum of Understanding #2—Board and Lodging and Relocation Expenses, shall not apply.

For the purpose of this Clause "*geographic area*" shall mean that area from which persons could reasonably be expected to commute.

(d) Notices shall be posted at least 14 days prior to the closing date of the competition, except as provided for in Clauses 12.7, 12.8, 12.9 and Article 13—Layoff and Recall.

(e) On posted competitions, an employee is ineligible for transfer or demotion from one geographic location to another within two years at the previous location. The closing date of the competition shall determine eligibility. A selection panel may waive this restriction with the approval of the applicant's Deputy Minister or designate. This restriction does not apply to redundant employees or to promotions.

(f) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

(g) Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.

(h) Consistent with the *Public Service Act*, the Commissioner of the Public Service Employee Relations Commission shall delegate to ministries the authority and responsibility to appoint the Chairperson of all selection panels.

(i) Temporary vacancies of not more than seven months in duration shall be filled in accordance with the provisions in the Component Agreements.

12.2 Union Observer

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

12.3 Selection Procedures

(a) Appointments to and from within the public service will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service in the public service.

(b) The initial assessment of applicants shall be a process which appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job types within a classification, which have been evaluated under the selection standards project. If the highest rated qualified applicant has the most years of continuous service, this applicant shall be appointed.

(c) If the highest rated qualified applicant is not the applicant with the most years of continuous service the selection panel will determine which qualified applicants, if any, are relatively equal to this applicant. The qualified

applicant who is relatively equal with the most years of continuous service shall be appointed.

(d) For the purpose of this Clause "*relatively equal*" means candidates with:

- 10 years or more of continuous service have a point score difference of 10% or less of the points available for education, skills, knowledge, experience and past work performance;
- less than 10 years of continuous service have a point score difference of 5% or less of the points available for education, skills, knowledge, experience and past work performance.

(e) Where an eligibility list has been established pursuant to Clause 12.1(b), qualified candidates who are relatively equal to the highest ranked successful candidate shall be placed on the eligibility list in order of their years of continuous service. Other qualified candidates shall be placed on the list in order of their respective point scores.

12.4 Notification

(a) Unsuccessful **employee** applicants to posted positions will be notified of the name and classification of the successful **employee** applicant.

(b) If the successful applicant is **not an employee**, upon request, an unsuccessful **employee** applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

12.5 Appeal Procedure

(a) An unsuccessful candidate may request an explanation from the panel chairperson by telephone of the reasons why they were unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, they must request them in writing by electronic mail, telegram, letter or

facsimile. Where no written requests have been received by the panel chairperson within 14 days of the date of mailing notification pursuant to Clause 12.4, the appointment of the successful applicant may be confirmed.

(b) The panel chairperson will reply to the employee, within five days from receipt of the request.

(c) An appeal must be processed through the Union and be filed with (received by) the Public Service Appeal Board, within 14 days after the date of mailing of the panel chairperson's reply.

(d) If the grounds are not clearly stated in the appeal, they must be submitted within five days of the filing of the appeal.

(e) Where an appeal has been filed, no permanent transfers or placements shall take place until the appeal has been adjudicated upon by the Public Service Appeal Board. Where one or more appeals have been filed arising from competitions with multiple vacancies, with the mutual agreement of the Union, permanent transfers or placements may be made provided that vacancies are retained to accommodate successful appeals. Such agreement shall be in writing and shall not be unreasonably withheld.

(f) Time limits set out in (a), (b) and (c) above shall be calculated from the postmark or the indicator of transmission. In the event of a dispute, strike, lock-out or other work stoppage in the Canada Post Office, within British Columbia, the Parties shall negotiate a mutually acceptable alternative.

12.6 Interview Expenses

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

12.7 Transfers Without Posting

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

(1) compassionate or medical grounds to regular employees who have completed their probationary period;

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

(b) In such cases the Rehabilitation Committee established in Clause 12.9 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

(c) An employee whose spouse is also an employee and who is transferred pursuant to Clause 12.8, Articles 13—Layoff and Recall, 36—Limited Employment and Privatization, or Memorandum of Understanding #9—Riverview Downsizing, may be considered for a lateral transfer or voluntary demotion to available vacancies.

12.8 Relocations

(a) It is understood by the Parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Public Service and/or the employee. In such cases, an employee will **receive 90 days' written notice prior to the effective date of relocation and** be fully advised of the reason for their relocation, as well as the possible result of refusal to be relocated.

(b) Should a regular employee choose not to relocate, the employee shall elect prior to the date of relocation:

(1) for those employees with three or more years of service seniority:

- (i) vacancy selection pursuant to Clause **13.4(c)**; or
 - (ii) early retirement pursuant to Clause **13.4(g)**; or
 - (iii) severance pay pursuant to Clause **13.4(i)**.
- (2) For those employees with less than three years of service seniority:
- (i) the options outlined in Clause **13.3**.

An employee shall **elect one of these options no later than 30 days prior to the effective date of relocation and should they fail to do so, they shall be** deemed to have resigned and shall be paid severance pay as outlined in Clause **13.3** or **13.4(i)**, as applicable.

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

12.9 Rehabilitation Committee

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

- (a) The Committee shall consist of five members, two appointed by the Employer, two appointed by the Union and a mutually agreed upon Chairperson. A Secretary shall be appointed to assist in the administration of the Committee.

(b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 4, Part IV—Rehabilitation.

(c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Commissioner of the Public Service Employee Relations Commission.

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

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

(f) The Rehabilitation Committee shall meet not less than once a month during working hours, and leave without loss of pay shall be granted to Committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.

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

12.10 Selection Panels

(a) Selection panels shall be convened in accordance with the *Public Service Act* and regulations pursuant thereto. The chairpersons of all selection panels shall be appointed in

accordance with Clause 12.1. It is understood that all operations under such designation are subject to the applicable auditing procedures of the Public Service Appeal Board.

(b) Disputes regarding the application of the above shall be resolved pursuant to Clause 12.5.

ARTICLE 13 - LAYOFF AND RECALL

PREAMBLE

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

13.1 Ministry Workforce Adjustment (Phase 1)

(a) **The Parties recognize that workforce adjustment will be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the Employer, reorganization, program termination or closure which impacts a number of employees.**

Clauses 13.1 and 13.2 shall not apply to regular employees who are normally subject to layoff because of business cycle or seasonal work.

(b) **The timeframe for Clause 13.1 placement activities is 90 days, or a lesser time frame for smaller adjustments, from the date the employee receives written notice of redundancy as mutually agreed to by the Ministry Joint Committee. Such notice will only be issued after consultation with or advice to the Ministry Joint Committee.**

(c) **Ministry will consult with the Union through the Ministry Joint Committee established pursuant to Article 29 respecting workforce adjustment which results in redundancy as required pursuant to (a) above.**

Ministry workforce adjustment activities will be guided by the following principles and procedures:

- (1) Both Parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees.**
- (2) Ministries must first minimize the impact on their regular employees through the appropriate:**
 - (i) layoff of limited term employees;**
 - (ii) cancellation of contracts for employment agency personnel;**
 - (iii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;**
 - (iv) where necessary, layoff of auxiliary employees;**
- (3) Ministries must exhaust all placement options within their own ministry prior to seeking placement of affected staff in other ministries. This will include lateral transfers and, where necessary, regular employees displacing auxiliary employees performing ongoing work.**
- (4) The placement process applies to junior regular employees or, where appropriate, other regular employees in the same classification and seniority block for placement into vacant positions for which they are qualified.**
- (5) Surplus employees will be placed through lateral transfers in their same geographic locations where such vacancies are available.**
- (6) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies in their same geographic**

location. Where comparable placement offers are turned down by a surplus employee, they may be immediately referred to Clause 13.2 (Phase 2).

(7) Acceptance of offers made to employees pursuant to this clause is voluntary. Where an employee accepts an offer, once confirmed in writing such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

13.2 Joint Workforce Adjustment Steering Committee (JWASC) (Phase 2)

(a) The Parties will form a Joint Workforce Adjustment Steering Committee whose purpose will be to minimize the impact on individual employees affected by redundancy.

(b) The purpose of the Steering Committee will be:

(1) to facilitate and coordinate across ministries, if necessary, the placement of surplus regular employees into existing vacancies for which they are qualified within their own or other headquarters or geographic location;

(2) to guide the placement activities of the Ministry Joint Committees established pursuant to Article 29;

(3) to maximize placement opportunities and minimize job loss of affected employees by gathering relevant information, including lists of surplus staff and vacancies; and

(4) recommend job orientation or appropriate training.

(c) The Steering Committee will be comprised of three representatives of the Employer and three representatives of the Union. The Employer agrees that Union representatives who require leave from work will not

suffer any loss of basic pay for time spent on the work of the Steering Committee.

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

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

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

(f) The Steering Committee will be guided by the following principles:

(1) Once a regular employee is referred to the Steering Committee for placement, the Steering Committee will have three weeks to effect a placement under this process. If no placement by the Steering Committee is possible within this time frame, then the Employer may issue layoff notice and the procedures of Clause 13.3 or 13.4, as applicable, will be utilized. This time frame may be extended by mutual agreement.

Where layoff notice is issued, the three week period may run concurrent with the notice period of 13.3(b) or 13.4(b), as applicable.

(2) JWASC shall review all referrals and:

(i) may recommend on the advisability and scope of a pre-layoff canvass;

(ii) may recommend staffing actions such as restricted competitions, underimplemen-

tation, temporary assignments or secondments;

(iii) may recommend to the Principals on the advisability of an Early Retirement Incentive Plan;

(iv) may refer employees back to the Ministry Joint Committee with recommendation;

(v) identify employee skills, training options and training sources for surplus employees, pursuant to the MOU #7 on training.

(3) This placement process applies to junior regular employees or where appropriate other regular employees in the classification in the seniority block for placement into vacant positions for which they are qualified.

13.3 Less Than Three Years' Service Seniority

In the event of a layoff, the following shall apply to regular employees with less than three years' service:

(a) *Layoff*

(1) Layoff of regular employees with less than three years' service seniority shall be in reverse order of seniority within a classification and within ministry seniority blocks as specified in Appendix 7-Seniority Blocks.

(2) (i) A regular employee designated for layoff may opt to use Clause **13.4(c)(2)(i)** and (ii) providing the employee exercising such an option has the qualifications to meet the requirements of the job.

(ii) If there are no vacancies available an employee promoted from another position within the same seniority block may opt to displace the employee currently filling the position originally held by the employee designated for layoff, providing the employee exercising such a displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization.

(iii) If an employee is not placed through the option of (a)(2)(ii) above, then they may opt to displace the junior employee currently filling a position within that classification originally held, providing the employee exercising this displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization. This option shall be exercised only within the same seniority block and same geographic location.

(iv) The employee displaced pursuant to (ii) or (iii) shall have the options contained in (i).

(3) Upon layoff, a regular employee will have the option of displacing the most senior auxiliary employee in the ministry, within the same seniority block and going onto auxiliary recall lists within the ministry within the geographic boundaries of the seniority block.

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

agreements and notice of layoff as specified in (b) below.

Where an employee loses regular status by failing to maintain 1200 hours in 26 pay periods as referenced above, their previous regular service seniority shall be credited as auxiliary seniority for the purposes of layoff and recall only. Calculation shall be based on 1827 hours of auxiliary seniority per year of regular service seniority (pro-rated for partial years).

(5) Notwithstanding (1), (2) and (3) above, regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

(b) The Employer shall notify regular employees, in writing, who are to be laid off, 20 work days prior to the effective date of layoff. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work 20 full days after notice of layoff, they shall be paid in lieu of work for that part of the 20 days during which work was not made available.

(c) An employee shall not accumulate seniority while on layoff.

(d) Notwithstanding (a)(4) above, a regular employee with service seniority of less than three years and who is laid off, will be placed on a recall list for a period of one year, for the purposes of recall to a regular position within the ministry in the geographic location, or the geographic boundaries of the **seniority block** whichever is greater, from which the employee has been laid off.

(e) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. Recall to available work of four months or longer duration shall be considered to be "*regular*" recall under this section rather than "*auxiliary*" recall under

Clause 31.5 or (3) above. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.

(f) *Severance Pay*

(1) An employee may opt for severance pay on the date the layoff was scheduled to occur, in which case they shall be deemed to have resigned.

(2) A regular employee who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to **two weeks'** pay for every year (1827 hours at straight time rate) of regular service seniority or major part thereof.

13.4 Layoff - Three or More Years of Service Seniority

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

(a) Where the employee's position is relocated, they shall be offered the position in the new location. An employee may decline an offer pursuant to this section.

(b) The Employer shall notify employees affected by Clause **13.4**, in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work their regularly scheduled shifts during the six-week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.

(c) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:

(1) The employee to be laid off shall be the employee with the least service seniority in the same classification, the same ministry and same geographic

location or the geographic limits of the seniority block, whichever is greater.

(2) The employee shall be placed on the basis of service seniority in accordance with (i) through (xvi) below.

	Vacancy/ Displacement	Classification	Ministry	Geographic Location
(i)	Vacancy	same	same	same
(ii)	Vacancy	comparable	same	same
(iii)	Vacancy	same	other	same
(iv)	Vacancy	comparable	other	same
(v)	Displace	same	same	same
(vi)	Displace	comparable	same	same
(vii)	Displace	same	other	same
(viii)	Displace	comparable	other	same
(ix)	Vacancy	same	same	other
(x)	Vacancy	comparable	same	other
(xi)	Vacancy	same	other	other
(xii)	Vacancy	comparable	other	other
(xiii)	Displace	same	same	other
(xiv)	Displace	comparable	same	other
(xv)	Displace	same	other	other
(xvi)	Displace	comparable	other	other

(3) In order to facilitate the administration of Clause **13.4(c)(2)** above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least

senior employee within the classification, Ministry, headquarters or geographic locations.

(4) For purposes of this clause, an employee may only displace a junior employee with less than three years' seniority.

(5) "*Comparable*" includes a job with a salary range not more than four grid levels below the employee's original classification.

(6) Notwithstanding (2) above, an employee may choose to take the options available to employees with less than three years' seniority as outlined in Clause **13.3**, rather than the options available to an employee with three or more years' service seniority.

(7) In the event that an employee is not placed pursuant to any of the above options they shall claim Section 6 above or early retirement or severance pay.

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

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

(2) If an employee refuses one job offer in a different classification in the same geographic location, and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in Clause **13.4(i)**.

(3) If an employee refuses a maximum of two job offers in a different geographic location or with a salary or maximum step pay range comparable to their existing position they shall claim early retirement or severance pay as outlined in Clause **13.4(i)**.

(4) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance pay as outlined in Clause **13.4(i)**.

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

(f) *Retraining and Adjustment Period*

(1) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee, current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.

(2) In those circumstances where an employee is being placed in a regular vacancy, the Joint Committee shall also consider other training where it is complementary to current in-service training.

(3) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.

(g) *Early Retirement*

A regular employee who is age 55 years or older and is entitled to receive a pension under the **Public Service Pension Plan Rules**, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the Superannuation Commissioner, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

(h) *Pay Out of Sick Leave*

When an employee age 55 or older opts for severance pay or early retirement, they will also qualify in accordance with the Master Agreement, for an amount equal to 50% of accumulated sick leave credits on the date of severance or retirement.

(i) *Severance Pay*

Prior to the expiry of the Notice of Layoff, or within 30 days of refusing job offers in accordance with Clause **13.4(d)**, a regular employee with greater seniority than three years will be entitled to resign with severance pay based upon three weeks current salary for each year (1827 hours at straight time rate) of regular service seniority or major part thereof.

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

(j) Subject to Clause **13.4(d)**, employees shall remain at work and on pay until the steps under Clause **13.4(c)(2)** are completed provided the employee:

- (1) has co-operated in the placement process; and
- (2) has opted for displacement; and
- (3) has not opted to use Clause **13.4(c)(6)**.

The above provisions of paragraph (j) do not apply to employees who receive a layoff notice resulting from a seasonal reduction in the amount of work required to be done by the Employer.

(k) Employees who relocate pursuant to Clause **13.4** shall be entitled to relocation expenses in accordance with Clause 27.16.

13.5 *Joint Committee

(a) A Joint Committee shall be constituted to provide for continuing consultation and cooperation between the Parties with respect to the relocation, training and placement of

employees who have three or more years of seniority and who are subject to layoff.

(b) (1) The Joint Committee shall consist of five representatives, two appointed by the Union, two appointed by the Employer, and a Chairperson.

(2) The Chairperson shall be appointed jointly by the Parties.

(3) The Committee shall meet as required during working hours and leave without loss of pay shall be granted to Committee members. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.

(c) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint Committee.

(d) The Employer will make available to the Committee a monthly list of vacant positions by ministry and geographic location and a list of the employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 13, by classification, ministry and geographic location.

(e) The Joint Committee shall establish a schedule of comparable classifications.

(f) The Chairperson of the Committee shall, at the request of either Party, sit as an arbitrator over all disputes pertaining to the application or interpretation of Article 13 after the Parties have reviewed and attempted to resolve the dispute.

(g) The Employer agrees to supply the Joint Committee with as much notice as possible of expected employees to be designated for layoff.

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

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

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

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

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

14.2 Work Schedules

(a) Component Agreements shall establish shift patterns, length of scheduled work days and, where appropriate, averaging periods to meet the annual hours of work.

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

(c) The Employer's designate and the Union Steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in the relevant Component Agreement and the provisions of this article including the following:

- (1) if either Party wishes a change to existing work schedules it shall provide the other Party with the earliest possible advance notice in writing;
 - (2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one work site, notice shall be given to the President of the Union or designated Ministry official;
 - (3) the Parties shall have 14 days, from the date notice is given to reach agreement on work schedules;
 - (4) if the Parties are unable to reach agreement within 14 days either Party may refer the matter to an Hours of Work Umpire on the appropriate form.
- (d) The Employer and the Union shall agree on a list of persons designated as "*Hours of Work Umpires*" who shall resolve hours of work disputes in accordance with the provisions of the Master and Component Agreements.
- (e) (1) The Umpire shall have 14 days, which may be extended by mutual agreement of the principals by a further seven days, in which to bring in a decision.
- (2) The Umpire shall base their decision on work schedule information in the relevant Component Agreement and the criteria to be applied in this section. The Umpire may consider a work schedule proposed by either Party, however only work schedules which are consistent with the relevant Component Agreement may be considered.
- (3) The Party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (4) In coming to a decision, the Umpire shall abide by the following rules:

- (i) the decision must not be retroactive;
 - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
 - (iii) the decision must not interpret the Master or Component Collective Agreements except for the provisions of Clauses 14.2(e)(4) and 14.2(f).
- (f) The Parties recognize that in reaching mutual agreement on work schedules, or where the Umpire is determining a schedule in accordance with the provisions of this article the following will also apply:
- (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
 - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;
 - (3) consideration shall also be given to employee preferences, fairness and equity.
- (g) (1) In the event there is a dispute between the Parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving 14 days notice, providing the length of work day is not increased beyond nine hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the 14 days notice may be concurrent with the period of notice in (c)(3) above.

(2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an Umpire's decision.

(h) Either Party may grieve an Hours of Work Umpire decision made pursuant to Clause 14.2 on the grounds that the award contravenes the requirements of Clause 14.2(e) or Clause 14.2(f). The grievance may be filed to a mutually agreed upon Hours of Work Arbitrator within 14 days of the receipt of the Umpire's award. The Hours of Work Arbitrator shall render a decision within 14 days of the conclusion of the hearing.

(i) If any of the provisions of this article are in conflict with, or are restricted by, any provision of a Component Agreement, the provisions of this article will apply.

14.3 Conversion of Hours

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

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

(c) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17— Paid Holidays, the time off granted will be seven hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled work day exceeds seven hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.2.

14.4 Rest Periods

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

14.5 Stand-by Provisions

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

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

(c) Employees required to stand by under (a) above will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual

agreement. This provision will not apply in emergency situations.

14.6 Meal Periods

The scheduling and length of meal periods shall be in accordance with the provisions of the Component Agreement.

14.7 Points of Assembly and Work Start Times

(a) Where a work unit is staffed by employees who are members of more than one Component and where there is a work dependency between such employees, the start time shall be established for the members of the Component having the largest representation in the work unit.

(b) If one or more of the Components in the work unit has a point of assembly negotiated in a Component Agreement and there is a work dependency between such employees, then the point of assembly for all employees in the work unit shall be as negotiated for the members of the Component having the largest representation in the work unit.

14.8 Flextime

(a) For the purpose of this Agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

- (1) choose their starting and finishing times; and
- (2) choose their length of work day within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period which shall be determined at the Component level.

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

hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts:*

(1) *day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;

(2) *afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;

(3) *night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

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

**\$1.05 per hour for afternoon shift;
\$1.15 per hour for night shift.**

Effective March 31, 2002:

**\$1.10 per hour for afternoon shift;
\$1.20 per hour for night shift.**

Effective March 30, 2003:

**\$1.15 per hour for afternoon shift;
\$1.25 per hour for night shift.**

15.2 Shift Premium Entitlement

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

(b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(c) A part-time employee working less than the normal hours per day of a full-time employee will receive the

afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

(d) Employees covered by flextime and/or modified work week agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.

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

15.3 Notice of Work Schedules

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

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

(c) In the event that an employee's work schedule or shift is changed without five days advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, except that if the change results from no fault of the

Employer they shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

15.4 Short Changeover Premium

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

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

15.5 Exchange of Shifts

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

15.6 Shortfall of Annual Working Hours

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

ARTICLE 16 - OVERTIME

16.1 Definitions

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

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

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

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

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

16.2 Authorization and Application of Overtime

(a) An employee who is required to work overtime shall be entitled to overtime compensation when:

- (1) the overtime worked is authorized in advance by the Employer; and
- (2) the employee does not control the duration of the overtime worked.

(b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Ministry will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Ministry Joint Committee.

(c) The method of compensation for overtime shall be in accordance with the Component Agreement.

16.3 Overtime Entitlement

(a) An employee will be entitled to compensation for authorized overtime in excess of:

- (1) the scheduled daily hours; or
- (2) the maximum daily hours for those employees on flextime; or

(3) the agreed averaging period.

(b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 70.

(c) Overtime shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

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

16.6 Overtime Compensation

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

(1) time and one-half for the first two hours of overtime on a regularly scheduled work day; and

(2) double time for hours worked in excess of the two hours referred to in (1) above;

(3) double time for all hours worked on a day of rest.

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

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

Years when the additional compensation shall be at the rate of double time and one-half for all hours worked.

(c) An employee on travel status who is required to travel on Government business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) (1) Overtime shall be compensated either in cash or time off, or a combination of both, as provided in the Component Agreement.

(2) Accumulated overtime shall be paid in cash at the fiscal year-end or on such other date(s) as provided in the Component Agreement, or upon termination.

16.7 Overtime Meal Allowance

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

The overtime meal allowance shall be **\$13.25**

Effective April 1, 2002..... \$13.50

Effective April 1, 2003..... \$14.00

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

(c) When an employee is not on stand-by and is called out for overtime prior to their scheduled shift and it was not

possible to give sufficient notice¹ to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

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

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

16.8 No Layoff to Compensate for Overtime

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

16.9 Right to Refuse Overtime

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

(b) An employee on stand-by shall not have the right to refuse call-out for overtime work.

16.10 Overtime for Part-time Employees

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

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

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

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

16.11 Call-out Provisions

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

(b) *Call-out Time Which Abuts the Succeeding Shift:*

(1) If the call-out is for three hours or less, the employee will be required to work the call-out period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the call-out period and straight time rate for the regular shift.

(2) If the call-out is for longer than three hours, the employee will be required to work the call-out period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that call-out exceeds three hours. Compensation shall be at overtime rates for the call-out period and straight time for the regular shift without shortfall.

(3) For the purpose of (1) above it is agreed that "*call-out*" means that an employee has been called out without prior notice.

(c) *Overtime or Call-out Which Does not
Abut the Succeeding Shift:*

(1) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.

(2) In a call-out situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of call-out and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift.

(3) If the elapsed eight hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

(d) Time spent by an employee travelling to work or returning to their residence before and after call-out shall not constitute time worked but shall be compensated at the overtime rate.

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

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

16.12 Rest Interval After Overtime

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

calculated at overtime rates shall apply to hours worked on the next regular shift.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

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

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

17.3 Holiday Falling on a Day of Rest

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

The scheduling of such lieu day shall be subject to Component negotiations.

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

17.4 Holiday Falling on a Scheduled Work Day

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

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Christmas or New Year's Day Off

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

17.7 Paid Holiday Pay

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

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions:*

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

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

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

Vacation Years	Work Days
First to Second	15
Third	15
(Effective January 1, 2002	16)
Fourth	16
(Effective January 1, 2002	17)
Fifth	18
(Effective January 1, 2002	19)
Sixth	19
(Effective January 1, 2002	20)
Seventh	20
Eighth	22
Ninth	23
Tenth	24
Eleventh	25
Twelfth	26
Thirteenth to fifteenth	27
Sixteenth to eighteenth	28
Nineteenth	29
Twentieth	31
Twenty-first	32

Twenty-second33
 Twenty-third and twenty-fourth34
 Twenty-fifth and thereafter35

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

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

18.2 Vacation Earnings for Partial Years

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

(2) Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final pay day of that year.

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

18.3 Vacation Scheduling

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

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

year; in which the sixth anniversary falls shall be the sixth vacation year; etc.

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

(d) Scheduling of vacation shall be subject to the provisions of the applicable Component Agreement.

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

18.4 Vacation Pay

(a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 work days preceding their vacation, in which case they shall receive the higher rate.

(b) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing.

18.5 Approved Leave of Absence With Pay

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

18.6 Vacation Carry-over

(a) An employee may carry over up to five days' vacation leave per vacation year except that such vacation carry over shall not exceed 10 days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five days' vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carry-over, nor as a seniority choice for the subsequent vacation year.

18.7 Call Back From Vacation

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer. **Where an employee's spouse and/or dependent children also return from vacation due to the recall of the employee, they shall be reimbursed for reasonable expenses incurred in returning home.**

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

18.8 Vacation Leave on Retirement

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

18.9 Vacation Credits Upon Death

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

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations which will be subject to review and revision during the period of this Agreement by negotiations between the Parties and included as Appendix 4—Short-Term and Long-Term Disability.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

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

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

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

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

(e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

20.2 Special Leave

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

- (1) **wedding** of the employee - three days;
- (2) attend wedding of the employee's child - one day;
- (3) birth of the employee's child - two days;
- (4) serious household or domestic emergency - one day;
- (5) moving household furniture and effects - one day;
- (6) attend their formal hearing to become a Canadian citizen - one day;
- (7) attend funeral as pall-bearer or mourner - one-half day;
- (8) court appearance for hearing of employee's child - one day;
- (9) in the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor - one day per

calendar year - **this may be used in one-half shift increments.**

(b) Two weeks' notice is required for leave under (a)(1), (2), (5) and (6).

(c) For the purpose of (a)(2), (4), (5), (6), (7), (8) and (9), leave with pay will be only for the work day on which the situation occurs.

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

20.3 Family Illness

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

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

20.4 Full-time Public Duties

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

(a) for employees to seek election in a Municipal, **First Nation**, Provincial, or Federal election for a maximum period of 90 days;

(b) for employees elected to a public office for a maximum period of five years.

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

20.5 Leave for Court Appearances

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

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

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

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

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

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

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

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

20.8 Educational Leave

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

(a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one year, which may be renewed by mutual agreement.

(b) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.

(c) Applications for educational leave for periods of four months or longer must be submitted to the appropriate Ministry or agency six months prior to the beginning of the requested leave period.

(d) Applications for leave of periods of less than four months should be submitted to the Ministry with as much lead time as practical.

(e) After consideration by the Ministry, all applications for educational leave of four months or longer shall be forwarded to the Ministry Joint Committee established in Article 29 for review, together with the decision of the Ministry, no later than two months from the date of submission. If the Committee decides that the Ministry acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Ministry decision, the grievance shall commence at Step 3 of the grievance procedure.

(f) An employee granted educational leave under this clause shall receive up to 100% of their basic pay.

(g) An employee granted educational leave under this clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, they will remain in the service of the Province of British Columbia for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic pay.

(h) Should they leave the service of the Province before this period expires, they shall refund to the Province the total cost of their training including allowances and expenses on a pro rata basis.

(i) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain in the service for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.

(j) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.

(k) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this clause.

(l) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this clause.

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

20.9 Elections

Any employee eligible to vote in a Federal, **First Nation**, Provincial, or Municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

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

20.10 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any

other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

20.11 Leave for Medical and Dental Care

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

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.12 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. **An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$250 per calendar year.**

20.12 Maximum Leave Entitlement

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

20.13 Emergency Service Leave

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

20.14 Canadian Armed Forces

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

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

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

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

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

20.15 Donor Leave

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

20.16 Other Religious Observances

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

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

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

20.17 Extended Child Care Leave

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

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

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

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

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

ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE

21.1 Maternity Leave

(a) An employee is entitled to maternity leave of up to **15** weeks without pay.

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

(c) The period of maternity leave **alone or in combination with the leave period of 21.3** shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

21.2 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave of up to **35** consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12 (7) of the *Employment Insurance Act*.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the **35** weeks parental leave between them.

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

- (d) Leave taken under this clause shall commence:
- (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 or **21.3**;
 - (2) in the case of the other parent, immediately following the birth **or placement of the adoptive child**.
 - (3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52-week period after the date of birth or **placement of the adoptive child**. Such agreement shall not be unreasonably withheld.
- Such leave request must be supported by appropriate documentation.

21.3 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.2 and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

21.4 Benefit Waiting Period Allowance

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

21.5 Maternity Leave Allowance

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

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

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

21.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause **21.2**, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan². In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause **21.2(b)**, the parental leave allowance will consist of a maximum of **35** weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

² *The Parental Leave and Allowance provisions apply to all births and adoptions that occurred on or after December 31, 2000.*

21.7 Pre-Placement Adoption Leave

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

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

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

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

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

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

21.8 Benefits Continuation

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, 21.3, and 21.7 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.**

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause **21.9** or fail to remain in the employ of the Employer for at least six months **or a period equivalent to the leave taken at (a) above, whichever is longer**, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro-rata basis.

21.9 Deemed Resignation

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

21.10 Entitlements Upon Return to Work

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

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

(c) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 **and its waiting period** providing:

(1) the employee returns to work for a period of not less than six months, and

(2) the employee has not received parental allowance pursuant to 21.6; and

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

Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.

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

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

(a) To be entitled to the maternity, parental, **benefit waiting period and/or pre-adoption** leave allowances pursuant to 21.4, **21.5, 21.6 and/or 21.7**, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months **or equivalent to the leaves taken, whichever is longer**, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for **the return to work period in (a) above**, the employee shall reimburse the Employer for the maternity, parental, **benefit waiting period and/or pre-adoption leave** allowance received under Clauses 21.4, **21.5, 21.6 and/or 21.7** above on a pro-rata basis.

21.12 Benefits Upon Layoff

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

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

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

22.2 Provincial Joint Occupational Health and Safety Committee

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

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

22.3 Joint Occupational Health and Safety Committees

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

(a) Union representatives shall be employees at the work place appointed by the Union, and Employer representatives shall be appointed by the Employer.

(b) The Committees will function in accordance with the regulations made pursuant to the *Workers' Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.

(c) (1) Each Ministry shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is:

(i) a work force of 10 or more workers in an operation or work area classified as "A" (high) or "B" (medium) hazard by WCB First Aid Regulations, or

(ii) a work force of 25 or more workers in an operation or work area classified as "C" (low) hazard by WCB First Aid Regulations.

(iii) Where Ministry work force numbers are less than the minimum requirements of (i) and (ii), Local Committees may be established to encompass more than one worksite within a headquarters or geographic location. Such Committees shall respect Ministry Administrative Management areas. Worksite combinations may be mutually agreed at the local level. Where mutual agreement cannot be reached at the local level, then either Party may refer the matter to the Provincial Joint Occupational Health and Safety Committee established in Clause 22.2.

(iv) Notwithstanding (iii) above, Local Occupational Health and Safety Committees may, by mutual agreement between the

designated representatives of the Parties, extend the jurisdictional area for Committee representation.

(2) At any worksite where a Committee has not been established pursuant to (1) above, a less formal program shall be maintained in accordance with the Workers' Compensation Board Industrial Health and Safety Regulations, Section 4, Clause 4.02(3). For the purpose of assisting in the administration of this program, the Employer will recognize an employee at that worksite designated by the Union who will function as a safety representative of the employees. Records of the meetings and matters discussed shall be forwarded to the Union and the nearest Local Committee established in (1) above within the Ministry Administrative Management area.

(3) Local Occupational Health and Safety Committees may encompass more than one Component.

(d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.

(e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight time.

(f) Other Committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other Union designated Committee member or Union designated employee is available, time spent by employees attending to this Committee business on their days of rest or outside their regularly scheduled hours of

work shall not be considered time worked but such employees shall receive equivalent time off at straight time.

(g) Where more than one Ministry occupies a facility in common, a Committee may be established by mutual agreement to encompass more than one Ministry. Where mutual agreement cannot be reached, then either Party may refer the matter to the Provincial Joint Occupational Health and Safety Committee established pursuant to Clause 22.2 for resolution.

22.4 Unsafe Work Conditions

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

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

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

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

22.5 Investigation of Accidents

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

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

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

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

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

22.6 Occupational First Aid Requirements and Courses

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

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

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

- **Level 3 Occupational First Aid Certificate - \$48 per biweekly period or \$104 per month;**

- **Level 2 Occupational First Aid Certificate - \$36 per biweekly period or \$78 per month.**

Effective March 31, 2002

- **Level 3 Occupational First Aid Certificate - \$49 per biweekly period or \$106 per month;**
- **Level 2 Occupational First Aid Certificate - \$37 per biweekly period or \$80 per month.**

Effective March 30, 2003

- **Level 3 Occupational First Aid Certificate - \$51 per biweekly period or \$110.50 per month;**
- **Level 2 Occupational First Aid Certificate - \$39 per biweekly period or \$84.50 per month.**

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

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

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

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

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

22.7 Injury Pay Provision

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

22.8 Transportation of Accident Victims

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

22.9 Video Display Terminals

(a) When a majority of an employee's daily work time requires monitoring video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

- (b) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two additional 10-minute rest breaks per work day to be scheduled by agreement at the local level.
- (2) Employees required to continuously operate VDTs for three and one-half consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10-minute period. Where alternate work duties are not available, employees shall receive a 10- minute rest break.
- (c) When employees are required to monitor video display terminals which use cathode ray tubes, then:
 - (1) Pregnant employees shall have the following options:
 - (i) not to continue monitoring video display terminals; or
 - (ii) not working in the area of one meter of video display terminals which use cathode ray tubes; or
 - (iii) to work at a shielded video display terminal should one be present in the worksite.
 - (2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices of her ministry within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.
 - (3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental,

extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

- (e) The Employer shall ensure that new equipment shall:
- (1) have adjustable keyboards and screens;
 - (2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the B.C. Workers' Compensation Board or the Provincial Ministry of Health.
- (f) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board publication *"Working with Video Display Terminals"* or more stringent standards if adopted by the Workers' Compensation Board.

The Employer shall require that any new government owned facility, or newly leased facility undergoing renovation related to VDT use prior to occupancy, shall be designed to meet the standards referenced in the above paragraph. Where the use of such a facility is altered so that the completed renovation is no longer consistent with these standards the provisions of (g) shall apply.

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

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

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

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

22.11 Radio Contact or Employee Check

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

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

22.12 Communicable Diseases

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

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

- (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
 - (2) post-exposure protocols;
 - (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.
- (c) Officials of the B.C. Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.
- (d) Where a communicable disease policy is established the local occupational health and safety committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.
- (e) Where officials of the B.C. Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

22.13 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public.
- (b) Where such potential exists:
- (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented.

(c) The local occupational health and safety committee or Union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.

(d) The Provincial Joint Occupational Health and Safety Committee shall jointly develop a new or approve an existing training package on risk assessment.

(e) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care or custody, or another member of the public, subject to statutory limitation.

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

22.14 Pollution Control

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

22.15 Training Program for Occupational Health and Safety Committee Members

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

(b) The program will provide two days training for all OH&S Committee members and designated safety representatives pursuant to Clause 22.3(c)(2) within six months of appointment. The Provincial Joint Occupational Health and Safety Committee will determine the priority areas for scheduling of training.

(c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.

(d) The training shall be carried out jointly by teams of qualified Union and Employer representatives, and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the Parties, in occupational health and safety and instructional techniques.

(e) Union instructors shall be selected by the Union.

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

22.16 Skin Protection From Ultra Violet Radiation

The Local Occupational Health and Safety Committees will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The Local Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

22.17 Employee Safety Travelling To and From Work

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

possible, the Committees shall make recommendations to either manage or avoid the risk.

22.18 Strain Injury Prevention

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

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

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

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

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

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1

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

23.2

- (a) For the purpose of technological change as defined in Section 1 of the *Public Service Labour Relations Act*, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee established under Article 29—Ministry Joint Committee, shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.

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

(1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13—Layoff and Recall.

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

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

23.3

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

23.4

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

23.5

The Parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology, other than technological change as defined in the *Public Service Labour Relations Act* and provided for in Clause 23.2(a). Accordingly, the Parties agree, pursuant to Article 29—Ministry Joint Committee, to meet to exchange information with respect to such changes at the request of either Party.

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

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

25.2 Extended Health Care Plan

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

25.3 Dental Plan

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

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

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

25.4 Group Life

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

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

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

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

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

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

25.5 Air Travel Insurance

(a) In the event of death or disability incurred while travelling by aircraft on business of the Government, regular and auxiliary employees will be covered by the terms and conditions of the Government blanket insurance policy. The existing benefits will not be decreased during the life of this Agreement.

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

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

25.6 Employment Insurance

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

25.7 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 4, Section 1.4.

25.8 Legislative Changes

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

25.9 Employee and Family Assistance Program

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

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

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

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

25.10 Health and Welfare Plans

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

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

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

25.11 Designation of Spouse

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

ARTICLE 26 - WORK CLOTHING

26.1

Matters pertaining to the provision and maintenance of work clothing shall be in accordance with the terms of the Component Agreements, except those matters provided for in Article 26 herein.

26.2 Purchase of Work Clothing

The Union and the Employer agree that preference will be given to B.C. suppliers when clothing or wearing apparel is purchased by the Employer. The aims of this policy are:

- (a) to encourage business operations within B.C.;
- (b) to foster new job-creating enterprises throughout the Province; and
- (c) to promote growth and stability in B.C.

For the term of this agreement, where the Employer can demonstrate to the Union that where an article of clothing or wearing apparel:

- (a) is manufactured in B.C.; or

(b) creates new jobs in B.C. at the provincial-industry standard rate of pay, the Union will consider the requirements of this clause have been met.

26.3 Replacement Provisions

(a) An employee who is in receipt of an issue of uniform/clothing will have replacement made when they surrender unserviceable items previously issued.

(b) Replacement shall be made such that the number of said items in an employee's possession is equal to the number of said items provided for in the current Component Agreement.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Equal Pay

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

27.2 Paydays

(a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their pay no later than four weeks after they commence employment. Terminating employees will receive their final pay within eight days of the end of their final pay period.

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

(c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a

participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate pay day. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.

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

27.3 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement, subject to Clause 27.7 and Appendix 3E, Rates of Pay for Apprentices.

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

(c) Rates of pay shall be increased as follows:

(1) effective 12:01 a.m., April 1, 2001, all rates of pay for classifications listed in Appendix 3 shall be increased by 55¢ per hour.

Effective 12:01 a.m. April 1, 2001, all rates of pay for classifications listed in Appendix 3, shall receive an Equity and Gainsharing Adjustment of 15¢ per hour;

(2) effective 12:01 a.m., March 31, 2002, all rates of pay for classifications listed in Appendix 3 shall be increased by two and one-half percent;

(3) effective 12:01 a.m., March 30, 2003, an adjustment equal to one percent of the wage rate for each one percent increase in the Consumer Price Index for the 12 month period preceding the date of adjustment (i.e. February 2002 index to February 2003 index) shall be added to and form part of the wage rates on the salary grid in Appendix 3 of the Thirteenth Master Agreement.

The adjustment shall be prorated for increases in the Consumer Price Index of less than one percent.

- ***“Consumer Price Index”* is the Consumer Price Index – British Columbia – all items (1992 = 100)**
- ***“Consumer Price Index Base”* is the Consumer Price Index for the month previous to the relevant calculated period.**

Should the Consumer Price Index in its present form and on the same basis as the Consumer Price Index Base become unavailable, the Parties shall negotiate an alternative formula. If agreement is not reached, the Parties shall request Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date.

In the event Statistics Canada does not issue the Consumer Price Index on or before the applicable adjustment date, any adjustment required will be made during the first pay period after publication of the Consumer Price Index, retroactive to the applicable adjustment date. No adjustment shall be made because of any revision which may later be made in the published Consumer Price Index. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no adjustment.

27.4 Substitution Pay

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

- (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or

- (2) assigned to perform duties of a higher paying position which would warrant a higher classification.
- (b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute, pursuant to (a)(1) or (2) above, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (d) Where this job description requires periodic substitution:
- (1) substitution pay shall not be payable for periods of substitution of 70 consecutive work hours or less in the higher position;
 - (2) substitution in excess of the 70 consecutive work hours shall be payable from the commencement of the first shift of substitution;
 - (3) substitution is not payable for any period of substitution during vacation relief in the higher position.
- (e) Payment for leave under Clauses 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the **four pay periods** preceding their leave, in which case they shall receive the higher rate.
- (f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in

a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series **or the classification series in which the employee is substituting**. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.

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

27.5 Rate of Pay on Reclassification or Promotion

(a) When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

(b) If an employee is promoted or reclassified to a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the new position, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series **or the classification series to which the employee is reclassified or promoted**. An employee shall not receive a salary greater than the maximum of the range of the classification to which the employee is promoted or reclassified. Future increments, if any, shall be to the next higher step in the range of the classification to which the employee has been promoted or reclassified.

(c) The above does not apply to new classifications established pursuant to Clause **28.2**.

27.6 Pay on Temporary Assignment

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

27.7 Salary Protection and Downward Reclassification of Position

(a) Effective June 21, 1986 an employee shall not have their salary reduced by reason of:

- (1) a change in the classification of their position; or
- (2) placement into another position with a lower maximum salary,

that is caused other than by the employee.

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

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

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

(b) Prior to June 21, 1986 an employee shall not have their salary reduced by reason of:

- (1) a change in the classification of their position; or
- (2) placement into another position with a lower maximum salary,

that is caused other than by the employee.

That employee shall continue to receive 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 their new classification.

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

(c) Such changes in classifications or placements made pursuant to Article 13—Layoff and Recall, and/or Clause 29.4(b) are covered by (a) and (b) above.

27.8 Vehicle Allowances

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

Vehicle allowance shall be:..... **42¢ per km.**
Effective April 1, 2002: 43¢ per km.
Effective April 1, 2003: 44¢ per km.

27.9 Meal Allowances

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

Meal	Current	Effective April 1/02	Effective April 1/03
Breakfast	\$9.25	\$9.50	\$10.00
Lunch	11.00	11.25	11.75
Dinner	20.00	20.25	20.75

27.10 Isolation Allowance

(a) An isolation allowance of \$6.50 per point per month shall be paid to each eligible employee. Equivalent biweekly rates will be as shown in Appendix 8—Biweekly Pay Conversion Schedule Isolation Allowance.

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

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

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

(e) The Committee established in (c) above shall review alternatives to the existing isolation allowance and make recommendations to the Bargaining Principals that ensure that

issues related to recruitment, retention and isolation are reviewed within funding available.

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

27.11 Transportation for Employees

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

27.12 Cashier Policy

Cashiers who make excessive and too frequent financial transaction errors shall be:

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to placement in a more suitable position; or
- (c) liable for disciplinary action provided there was no success in (a) or (b).

27.13 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be in accordance with the provisions of the Component Agreements.

27.14 Upgrading Qualifications

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

27.15 Accommodation, Board and Lodging

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

27.16 Relocation Expenses

(a) **Except as provided in (b) below**, regular employees **and eligible auxiliary employees** who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding 2. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.

(b) **Where an employee receives relocation expenses as a result of winning a competition, and subsequently resigns within the two-year period immediately following the relocation, they will be required to reimburse the Employer expenses paid on a pro-rata basis.**

(c) **The provisions of (b) above do not apply to employees who resign in order to care for a dependent child or who resign or are deemed to have resigned pursuant to Clause 12.8, Article 13 or 36.**

27.17 Relocation at Time of Retirement

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

(a) The employee shall have served a minimum of three years in the isolated location.

(b) The employee actually moves to a location in the Province within three months of the month in which they cease to be actively employed in the Public Service.

(c) For the purposes of this clause, the term "*isolated location*" shall include all the locations on the Isolation Index, or as altered by mutual agreement from time to time.

(d) For the purposes of this clause, the term "*retirement*" shall refer to an employee who is scheduled to retire and to receive a superannuation allowance under the **Public Service Pension Plan Rules**, or who has reached mandatory retiring age.

27.18 Retirement Allowance and Pre-Retirement Leave

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

(b) (1) An employee scheduled to retire and to receive a superannuation allowance under the **Public Service Pension Plan Rules**, shall be entitled to:

(i) a special paid leave for a period equivalent to 50% of their accumulated sick bank credit, to be taken immediately prior to retirement; or

(ii) a special cash payment of an amount equivalent to the cash value of 50% of their accumulated sick bank credit, to be paid immediately prior to retirement and based upon their current rate of pay.

(2) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

(3) Where an employee is permitted to purchase a period of war service under the **Public Service Pension Plan Rules** at retirement, they may use all or part of their entitlement for the purchase of war service.

27.19 Salary Rate Upon Employment

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

27.20 Telephone Allowance

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

27.21 Salary Rate on Demotion

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

27.22 Hourly, Daily and Partial Month Calculations

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

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

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

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

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

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

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

$$\text{Salary} = \text{hours worked and paid holidays} \times \text{biweekly salary} \div \text{hours scheduled and paid holiday} \\ (\text{paid holiday equals 7 hours}).$$

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

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

27.23 Special Vacation Transportation Subsidy for Severely Isolated Locations

(a) Employees at severely isolated locations with access to major centres only possible by water or extended travel over roads which are unpaved, shall receive once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependents.

(b) This subsidy shall be in the amount of **\$450**, and is only payable in the event that the employee actually leaves the isolated area.

(c) For the purposes of definition under (a) above the specific locations not exceeding 50, on the Isolation Index have been identified by the Joint Committee on Isolation Allowances and are listed in Appendix 6. These locations will not be changed without mutual agreement.

(d) Effective December 29, 1996, the amount of the allowance will be reduced by \$200 annually for employees in those locations which the Parties agree to delete from Appendix 6 of the Tenth Master Agreement.

27.24 Child Care Expenses

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

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

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

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the

employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$25 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

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

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

27.25 Lodging Allowance

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

27.26 Qualified Registered Professional Fees

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

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

28.1 Classification Plan

(a) The Employer and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs in the Public Service Bargaining Unit. The Parties also agree to apply the Public Service Job Evaluation Plan in accordance with those principles to all bargaining unit positions using the

gender neutral plan factors and degrees in the Public Service Job Evaluation Plan.

The Public Service Job Evaluation Plan will be used to evaluate positions in the Master Agreement and to determine their appropriate factor ratings.

(b) The Employer agrees to supply the President of the Union or their designate with the job evaluation plan and benchmarks/reference jobs for those classifications in the bargaining unit.

(c) The former classification plan specifications are redundant for evaluation purposes and will be utilized solely for descriptive purposes to assist in the orderly management of the public service including staffing and collective agreement purposes.

28.2 Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs

(a) The Employer agrees that no changes to the job evaluation plan and benchmarks/reference jobs pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the Parties.

(b) To facilitate the orderly change in the job evaluation plan, a Joint Technical Working Committee will be used. There will be equal representation of technical experts from the Employer and the Union on this Committee, and total membership from each side will not exceed four.

(c) The Committee shall formulate any necessary changes or new benchmarks/reference jobs in the job evaluation plans used within the Public Service Bargaining Unit and shall make joint recommendations to the bargaining principals for ratification.

(d) When a new or substantially altered benchmark/reference job covered by this Agreement is introduced, the factor ratings shall be subject to agreement between the Employer and the Union.

(e) Where the Joint Technical Working Committee is unable to agree to benchmark(s)/reference job(s) and/or agree on a factor rating, the matter may be referred to an agreed upon classification referee. The benchmark rating shall be effective on the date agreed to by the Parties or the date set by the referee but, in any event, not earlier than the date of implementation.

28.3 Classification Appeal Procedure

An employee shall have the right to appeal, through the Union, the classification of the position they occupy. Such an appeal shall be in accordance with the provisions of this clause and shall not be considered a grievance under Article 8—Grievances, of this Agreement.

(a) If an employee believes that the position they occupy is improperly classified, they shall complete and forward to their immediate supervisor and to the Union Part 1 of the Classification Appeal Form requesting a written job description describing duties and responsibilities, which shall be provided within 30 days of the request. Such job descriptions shall be consistent with the employee's assigned duties.

(b) The employee and their immediate supervisor will review the job description and identify in writing any areas where the job description is not consistent with the assigned duties.

(c) If the employee believes that the position they occupy is improperly classified, the employee shall complete Part 2 of the Classification Appeal Form and forward it to the Ministry Personnel Office and the Union within 30 days of receipt of the written job description or when the response was due at Clause 28.3(a) or will be deemed to have been abandoned. The Ministry Personnel Officer shall respond with a written classification rationale within 60 days of the receipt of such a request. The Union will be advised of the time and location of on-site interviews in order that a Staff Representative may

attend. Differences between the employee and the supervisor respecting any areas in the job description not being consistent with the assigned duties may be clarified, and where possible, resolved at the "on-site" interview or telephone conference.

(d) If there remains a dispute respecting the classification level, the Union will complete Part 3 of the Classification Appeal Form and submit completed Parts 1, 2 and 3 of the form to the Employer within 60 days of receipt of the Ministry's written response at Clause 28.3(c) or when the response was due. Part 3 of the form will provide a written classification rationale explaining why the rating sought is more appropriate than the existing rating focusing on the area(s) in dispute for each appellant, or group of appellants, including reference to supporting benchmarks in the relevant classification/job evaluation plan. The Employer shall review the appeal and respond to the Union with a comprehensive explanation of its decision within 60 days of receipt of the appeal at Clause 28.3(d). The Union will be advised of the time and location of on-site interviews in order that a Staff Representative may attend.

(e) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter to adjudication under Clause 28.4 by providing the Employer with written notification. Any such notification shall be transmitted within 60 days of receipt of the response from the Employer or when the response was due. The appeal shall be deemed abandoned in the event that the appeal is not submitted to adjudication within the required time period.

(f) These time limits may be extended in writing by the mutual agreement of the Parties.

(g) A submission of a classification appeal to adjudication shall be by certified mail or by courier to the Employer. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within

three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

28.4 Adjudication

(a) The Parties shall jointly agree upon a list of referee(s) who shall make a final and binding decision with respect to the proper classification of a position submitted to adjudication pursuant to Clause 28.3(e).

(1) The referee shall be assigned to hearings, depending upon availability, on a rotating basis from the list of referees. For full hearings, the order of rotation may be varied by mutual agreement of the Parties.

(2) Expedited Adjudication - Classification appeals submitted to the adjudication stage may be submitted to a referee for a final and binding decision pursuant to and in accordance with the Memorandum of Agreement-Expedited Classification Appeal Procedure.

28.5 Effective Dates

For appeals received after the date of signing of the Tenth Master Agreement, the effective date of any resulting change in classification level shall be the first day of the bi-weekly pay period following the date of receipt by the employee of the written job description or when the response was due pursuant to Clause 28.3(a).

ARTICLE 29 - MINISTRY JOINT COMMITTEE

29.1 Establishment of Joint Committee

There shall be established for each Ministry, at least one Joint Committee composed of members equal in number, represented by the Employer and the Union to meet at the request of either Party. The minimum size of this Committee shall be two Union representatives and two senior Employer representatives, and the maximum size shall be four Union representatives and four Employer representatives. This Committee may call upon additional persons for technical information or advice. The

Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such Committees. Employees appointed to the Joint Committee shall be from the Ministry concerned.

29.2 Meetings of Committee

The Joint Committee shall meet at least once every 60 days or at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

29.3 Chairperson of Committee

An Employer representative and a Union representative shall alternate in presiding over meetings.

29.4 Responsibilities of Committee

(a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

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

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

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

(2) correcting conditions causing grievances and misunderstanding;

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

(4) reviewing matters unresolved and referred to it by a local occupational health and safety committee except where that local committee is comprised of representatives of more than one Ministry. Upon receipt of such a referral the Ministry Committee co-chairpersons shall notify the Provincial Joint Occupational Health and Safety Committee co-chairpersons. The Committee may make recommendations regarding health and safety issues to the Provincial Joint Occupational Health and Safety Committee. Those portions of Ministry Joint Committee and Sub-Committee minutes and/or other record of proceedings, which address occupational health and safety issues, shall be forwarded to the co-chairpersons of the Provincial Joint Occupational Health and Safety Committee, or their designates.

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

ARTICLE 30 - SECONDMENT

30.1 Definition

"*Secondment*" means a process by which the Employer may assign an employee to another agency, board, society, commission, or employer not subject to the *Public Service Labour Relations Act*.

30.2 Notice of Secondment

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

30.3 Provisions of BCGEU Agreements to Apply

The provisions of the applicable current Union/Employer collective agreements will apply to seconded employees. The agency, board, society, commission, or employer to which the employee is seconded will receive written notice of this article and will be provided with copies of relevant agreements.

30.4 Employer's Representative Designated to Handle Grievances at the 2nd Step

The Employer will inform the employee of the Employer's representative designated to handle grievances at the second step. Where a seconded employee has a grievance and their supervisor is not appointed to the Public Service, the employee will discuss the grievance with their supervisor. Failing resolution, the employee may submit a written grievance, through a steward nominated by the Union, to the second step of the grievance procedure.

ARTICLE 31 - AUXILIARY EMPLOYEES

31.1 Auxiliary Employees

- (a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) Auxiliary employees who have worked 1827 hours in 33 pay periods and who are employed for work which is of a continuous full time or continuous part time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.

(c) For the purposes of (b) above and Clauses 31.6—**Application of Agreement**, 31.9—**Medical, Dental and Group Life Insurance**, 31.11—**Annual Vacations** and 31.12—**Eligibility Requirements for Benefits**, hours worked shall include:

- (1) hours worked at the straight-time rate;
- (2) hours compensated in accordance with Clause 31.10—**Designated Paid Holidays**;
- (3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Government to a maximum of 210 hours of missed work opportunity within eight calendar weeks from the beginning of the claim;
- (4) annual vacation pursuant to Clause 31.11(d)—**Annual Vacations**;
- (5) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
- (6) missed work opportunities during leaves pursuant to Clause 2.10(a)—**Time Off for Union Business-Without Pay**, except that during the first 15 months of employment such credit shall be limited to 105 hours;
- (7) leaves pursuant to Clause 2.10(b)—**Time Off for Union Business-With Pay**;

Notwithstanding (3) above, an auxiliary employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for 140 hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

(d) For the purposes of (b) above and Clauses 31.6—**Application of Agreement**, 31.9—**Medical, Dental and**

Group Life Insurance, 31.11—Annual Vacations and 31.12—**Eligibility Requirements for Benefits**, hours beyond the 210 hours in (c)(3) above, that an auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Government are not added to the 1827 or 1200 hours nor are the days charged against the 33 or 26 pay periods.

31.2 In-Service Status for Applying for Regular Positions

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

(b) Subject to Clause 31.4—**Loss of Seniority**, an auxiliary employee who has **successfully completed their initial probationary period** prior to application for a regular position, or an auxiliary employee who is on layoff status and who has **successfully completed their initial probationary period** prior to being laid off, will have their length of service as an auxiliary employee recognized in accordance with Section 8(2) of the *Public Service Act*.

(c) Auxiliary employees who have **successfully completed their initial probationary period**, as outlined in (b) above and who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with **Clause 27.16—Relocation Expenses**.

31.3 Seniority

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

(i) all hours worked at the straight-time rate;

(ii) designated paid holidays or days off in lieu in accordance with Clause 31.10—**Designated Paid Holidays**;

(iii) annual vacation in accordance with Clause 31.11(d)—**Annual Vacations**;

(iv) leave pursuant to Clause 31.12—**Eligibility Requirements for Benefits** or Clause 31.6(c)—**Application of Agreement**;

(v) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;

(vi) missed work opportunities during leaves pursuant to Clause 2.10(a)—**Time Off for Union Business-Without Pay** except that during the first 15 months of employment such credit shall be limited to 105 hours;

(vii) leaves pursuant to Clause 2.10(b)—**Time Off for Union Business-With Pay**.

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

(3) Upon completing 30 work days (seven-hour shifts), an auxiliary employee's seniority shall include the accumulated 30 work days.

(b) Subject to Clause 31.4—**Loss of Seniority**, service and classification seniority of an auxiliary employee shall transfer with them if they are moved by the Employer from one Ministry seniority unit to another.

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

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

31.4 Loss of Seniority

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

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

31.5 Layoff and Recall

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a Ministry seniority unit as defined in Component Agreements.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within a Ministry seniority unit, provided the auxiliary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Auxiliary employees hired pursuant to Article 34—Special Employment Programs, or for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Clause 31.4(a)—**Loss of Seniority** upon completion of their

project or program. The Employer will provide the Union with a copy of each appointment letter for employees hired under Clause 31.5(d)—**Layoff and Recall**, within 30 days of the appointment.

(e) Ministries will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority units based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to (g) below.

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

(f) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in (h) and (j) below.

(g) Auxiliary employees will provide a direct communication link that will give them personal contact with their work unit/recall section. This communication link must be appropriate to the Ministry's operation and may include telephone, radio telephone, pager, public media, on call boards, written communication, etc.

(h) (1) Where a written communication link is established, a single attempt by registered mail will be made to contact the auxiliary employees.

(2) Where telephone/radio telephone communication is used, two attempts, at least five minutes apart, will be made to contact the auxiliary employees.

(3) Where a pager is used, a single attempt will be made and the auxiliary employee must respond to the Employer within five minutes of the page.

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

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

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

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

Clause 31.4(d)—**Loss of Seniority** except as specified in (l) below.

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

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

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

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

- (7) Union leave per Clause 2.10—**Time Off for Union Business**;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) approved leave under Clause 31.11(b)—**Annual Vacations**;
- (11) an offer of work which is less than 3½ hours duration;
- (12) an offer of work which would constitute a short changeover (Clause 15.4—**Short Changeover Premium**).

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

(o) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on four separate occasions³ in the calendar periods between January 1st and June 30th inclusive or July 1st and December 31st inclusive.

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

(2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority

³ *It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.*

and in accordance with the provisions of (b) and (e) through (n) above.

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

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

(r) A Ministry is not required to recall auxiliary employees who have already accumulated 1827 hours in 26 pay periods.

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

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

(i) their work is suspended for reasons completely beyond the control of the Employer;
or

(ii) the duration of the work assignment is known in advance by the employee;

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

31.6 Application of Agreement

(a) Except as otherwise noted in this article, the provisions of Article 11—Seniority, Article 13—Layoff and Recall,

Article 17—Paid Holidays, Article 18—Annual Vacations, Article 19—Short-Term and Long-Term Illness & Injury and Long-Term Disability, Article 20—Special and Other Leave, Article 21—Maternity, Parental and **Pre-Adoption** Leave, and Article 25—Health and Welfare, do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.

(b) Any auxiliary employee who is eligible to vote in a Federal, Provincial, **First Nation** or Municipal election or a referendum shall have **three or** four consecutive clear hours, **as prescribed by the applicable statute**, during the hours in which the polls are open in which to cast their ballot.

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

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

(d) Maternity and parental leave for auxiliary employees with less than 1827 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

31.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of ~~56¢ effective April 1, 2001; (57¢ effective March 31, 2002; 58¢ effective March 30, 2003)~~ per working hour, up to a maximum of **\$39.20 effective April 1, 2001; (\$39.90 effective March 31, 2002; \$40.60 effective March 30, 2003)** per biweekly pay period.

31.8 Weekly Indemnity

(a) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of auxiliary seniority

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

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

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

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

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

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

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

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

(f) The Parties agree that the complete premium reduction from the Human Resources Development Canada accruing through the improved sick leave plan and the weekly

indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plans.

31.9 Medical, Dental and Group Life Insurance

(a) Auxiliary employees will be eligible for coverage under Clauses 25.1—**Basic Medical Insurance**, 25.2—**Extended Health Care Plan**, 25.3—**Dental Plan**, 25.4—**Group Life** and 25.9—**Employee and Family Assistance Program** after completion of 1827 hours worked in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight time rate within the previous 26 pay periods. Such auxiliary employees eligible for benefits under this clause will not receive the payment under Clause 31.7—**Health and Welfare**.

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

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

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

31.10 Designated Paid Holidays

(a) Auxiliary employees shall be compensated for the paid holiday who have:

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

- (3) worked at least 105 hours at the straight time rate in the previous 30 days.

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

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

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

- (c) An auxiliary who is qualified in (a) to receive compensation for the holiday and who works on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17—Paid Holidays. The day off in lieu provided through the application of Article 17—**Paid Holidays** shall be compensated on the basis of the formula in (b) above.

- (d) Auxiliary employees who work on the designated holiday, but do not meet the conditions of (a) above shall receive straight time for hours worked on the holiday.

31.11 Annual Vacations

- (a) Auxiliary employees will be entitled to receive vacation pay at the rate of six percent of their regular earnings. Auxiliary employees shall receive their earned vacation bi-weekly.

- (b) Auxiliary employees after six months from their date of hire, may elect to take a leave of absence without pay of up to 15 workdays, not to exceed 105 hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven work days prior to the requested leave.

(c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of employees and provided there is no increased cost to the Employer. The days need not be consecutive.

(d) Auxiliary employees who have completed 1827 hours worked in 33 pay periods shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18.1—**Annual Vacation Entitlement**, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above or leave in accordance with (b) above.

(e) The calendar year in which an employee qualifies for vacation leave under (d) will be considered the first partial year of service for purposes of vacation entitlement and subject to Clause 18.6—**Vacation Carry-over** any unused vacation entitlement earned during that year will be paid to the employee on the final payday of that year.

(f) Upon qualifying for vacation leave an auxiliary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2—**Vacation Earnings for Partial Years**.

(g) Vacation leave shall be scheduled in accordance with the provisions of the applicable Component Agreement, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.

(h) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.

(i) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.4—**Vacation Pay**, 18.6—**Vacation Carry-over**, 18.7—**Call Back From Vacation**, 18.8—**Vacation Leave on Retirement** and 18.9—**Vacation Credits Upon Death**.

31.12 Eligibility Requirements for Benefits

Auxiliary employees will qualify for short term illness and injury plan (STIIP), Clauses 20.2—**Special Leave**, 20.3—**Family Illness**, 20.4—**Full-Time Public Duties**, 20.5—**Leave for Court Appearances**, 20.9—**Elections**, 20.11—**Leave for Medical and Dental Care**, 20.12—**Maximum Leave Entitlement**, 20.13—**Emergency Service Leave** and Article 21—**Maternity, Parental and Pre-Adoption Leave** as follows:

- (a) An employee will be entitled to benefits under this clause after completion of 1827 hours worked in 33 pay periods.
- (b) An auxiliary employee will cease to be entitled to coverage when they:
 - (1) fail to maintain 1200 hours worked at the straight time rate within the previous 26 pay periods except as provided under Article 21—**Maternity, Parental and Pre-Adoption Leave**,
 - (2) lose their seniority in accordance with Clause 31.4(a), (b), (c), or (d)—**Loss of Seniority**.
- (c) Benefits will not be paid on layoff except as provided in Appendix 4, Section 1.10—**Benefits Upon Layoff or Separation**.
- (d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. (*"Return to work"* is understood to mean the employee completed at least one-half of a scheduled work day or shift.)
- (e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the **six pay periods** immediately preceding absence due to illness.

ARTICLE 32 - GENERAL CONDITIONS

32.1 Child Care Facility

- (a) The Employer and the Union agree to establish a Joint Committee to facilitate the establishment of community based child care centres.
- (b) The Joint Committee shall be composed of four Union representatives and four Employer representatives. The designates of each Party shall be gender balanced. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.
- (c) The Joint Committee may facilitate the establishment of community based child care facilities where viable.
- (d) The Joint Committee may establish sub-committees where appropriate to facilitate objectives of this clause.
- (e) The Joint Committee shall include representation and participation from interested community based groups or organizations. The committee shall determine which community based groups or organizations shall be represented.
- (f) The Joint Committee may seek the advice and support of other Public Service program areas including but not limited to the Ministry of Women's Equality, the Ministry for Children and Families, BCBC and the Employee Benefit Trust.
- (g) Where suitable space is available in a government owned or leased facility without major or structural modification, the space may be made available for the purpose of establishing the community based child care facility. The Employer's sole financial responsibility is limited to the provision of such space.

32.2 Commuting

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

32.3 Tools and Allowances

All matters with respect to the provision of tools and allowances shall be in accordance with the terms of the Component Agreements.

32.4 Comprehensive Insurance

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

32.5 Indemnity

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

their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

(c) *Canada Shipping Act* - where an employee is called before a hearing held under the *Canada Shipping Act* resulting directly from the proper performance of their duties, the employee shall be reimbursed for reasonable legal fees.

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

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

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

(1) when the employee is first approached by any person or organization notifying them of intended legal action against them;

(2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;

(3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;

(4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or

(5) when the employee receives notice of any legal proceeding of any nature or kind.

32.6 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Payroll Savings, **BC Bonds or an RRSP of the employee's choice.**

32.7 Political Activity

(a) *Municipal and School Board Offices:*

(1) Employees may seek election to Municipal and School Board Offices, provided that:

(i) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as a Public Service employee;

(ii) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the Public Service position.

(2) Where the Municipal Council, the School Board or Committees of the Council or Board hold meetings during the employee's normal working hours, the Ministry shall grant leave without pay to attend such meetings.

(3) Where leave without pay is granted to attend Committee meetings, such leave shall be in accordance with Clause 20.10, and provided that such leave shall not exceed one-half shift per week.

(4) The employee shall provide at least one week's written notice to the Ministry.

(b) *Federal and Provincial Offices:*

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

32.8 Copies of Agreements

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

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

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

THIRTEENTH MASTER AGREEMENT
between the
**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**
represented by the
**PUBLIC SERVICE EMPLOYEE
RELATIONS COMMISSION**
and the
**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Agreement made this **23rd** day of **May, 2001**

(c) All Agreements shall be printed in a union shop and shall bear a recognized union label.

(d) The Employer will provide copies of the printed Master and relevant Component Agreement within 90 days of the signing of the relevant Component Agreement, providing the Master Agreement is already signed. Ninety days may be waived in extenuating circumstances.

32.9 Travel Advance

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

32.10 Transfer of Employees Out of the Public Service Bargaining Unit

When the Parties are made aware that employees will be transferred out of the Public Service bargaining unit to a corporation, board, agency, or commission, a joint Employer/Union Committee shall immediately be established. The Committee shall be established to facilitate the orderly transfer of employees. Where such transfers occur, those transferred employees will be recognized as in-service applicants when applying for regular positions in Government for a period of one year from the effective date of the transfer. This clause does not cover secondment of employees.

32.11 Private Vehicle Damage

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

32.12 Personal Property Damage

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

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

32.13 Disclosure of Information

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

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

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

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

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

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

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

(f) Where an allegation involves the Deputy Minister, the employee shall forward their allegation to the Deputy Minister to the Premier.

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

32.14 Electronic Monitoring

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

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

32.15 Misuse of Managerial/Supervisory Authority

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

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

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

Procedures

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

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

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

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

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

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

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

The Joint Mediation/Arbitration Panel shall hear and determine any dispute between the Parties over interpretation, application or any alleged violation of this clause. **The panel will review the written statement and the Deputy Minister's response prior to setting the case down for hearing to determine if there is a basis for the complaint. If there is no basis for the complaint or there are insufficient particulars, the panel will dismiss the case.**

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

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

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

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

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

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

ARTICLE 33 - EMPLOYMENT EQUITY

(a) The government of British Columbia is committed to providing a work environment free of any form of adverse discrimination.

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

(c) The Parties recognize the need to implement an employment equity program in the Public Service.

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

within the public service for reasons unrelated to ability to do the job.

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

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

(2) the long term career development and advancement of employees appointed under the *Public Service Act*.

(f) There shall be a Union/Management Steering Committee on Employment Equity (UMSCEE). The BCGEU will be a member of UMSCEE in accordance with the Public Service Directive on Employment Equity Section 1.7 dated February 1, 1994.

(g) The Steering Committee is authorized to:

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

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

(3) monitor progress of ministry action plans; and

(4) ensure that an annual government-wide progress report is provided to the Commissioner responsible for PSERC and the Union.

(h) Employees representing the Union on this Steering Committee shall be on leave of absence without loss of basic pay for time on this Committee.

ARTICLE 34 - SPECIAL EMPLOYMENT PROGRAMS

34.1 Public Service Training Program

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

The purpose of the program is to provide training for employment in the public service for those clients of Vocational Rehabilitation Services, Ministry of Advanced Education, Training and Technology, who experience difficulty in competing in the labour market; to provide training and encourage the development of skills which will assist those clients to overcome such difficulty and so become active participants in the labour force.

Before placement in the Provincial Government under this program, each person must be a registered client of Vocational Rehabilitation Services, Ministry of Advanced Education, Training and Technology, and must have received a job readiness assessment. Only those clients assessed as not job-ready will be eligible under this program.

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

(b) Clients on the Public Service Training Program will be given special jobs not normally carried out by the employees in the bargaining unit, or jobs where they are not expected to carry out the principal duties of that job.

(c) There will be an initial training work term not to exceed six continuous months of employment. At the completion of this **910 hours** work term, an assessment of the abilities and skills of each individual will be made. If the client is deemed not yet "*job-ready*", they may be eligible for an extension under the training program, not to exceed six months. Pay for the initial work term and the period of extension, if required, will be at the levels shown in Appendix 3(d).

(d) Clients on the training program will be considered auxiliary employees. Benefits in the Master Agreement will apply. The training program will be considered as a special program and Clause 31.5(d) will apply. Notwithstanding Clause 31.5(d), once clients have completed their work assignments under the program, they will be considered to have in service status for the purpose of applying on competitions only. The in service status shall remain in effect for nine months after completion of their final work assignment under the Program.

(e) Notwithstanding any other provision of this collective agreement, the Employer may conclude a client's participation in the Program at any time for good and sufficient reasons.

(f) Notwithstanding Article 10-Dismissal, Suspension and Discipline, and Clause 28.3, if there is a dispute regarding the reasons in (e) above, or a dispute as to whether a client hired under this program should be classified in accordance with (b) above, the matter shall be referred to an agreed arbitrator.

(g) Clients shall be classified and paid in accordance with Appendix 3(d).

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

34.2 Cooperative Education Training Program

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

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

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

(c) Coop education will be considered supernumerary to the established work force. As such, Clause 31.5(d) will apply to these programs.

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

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

(f) The standard hours of work for employees under this program will be seven hours per day and 35 hours per week.

(g) The standard hours of work may be varied by mutual agreement at the local level, consistent with local hours of work agreements, provided that no employee works more than 10 hours in one day and 70 hours in a biweekly period.

(h) Employees hired under the Cooperative Education Training Program shall be assigned work that augments their field of study.

34.3 Youth Employment Program

The purpose is to establish the salary and working conditions for students hired by the Employer under the youth employment programs, including Environmental Youth Teams.

- (a) Employees hired to carry out the principal duties of a job covered by a public service classification specification shall be classified accordingly and paid according to the rate established for that position.
- (b) Employees hired under this program will be classified and paid a biweekly salary in accordance with Appendix 3(d).
- (c) Employees hired under this program will be considered auxiliary employees and receive the appropriate benefits as per this Agreement. No student will be hired under this program to perform work previously done by an employee on layoff or for which an employee on layoff has right of recall.
- (d) Notwithstanding Clause 28.3, if there is a dispute as to whether an employee hired under this program should be classified in accordance with (a) or (b), the dispute shall be referred to an Adjudication Committee for final resolution. The Committee shall be composed of a single adjudicator and two assessors - one appointed by each of the Parties to this Agreement.
- (e) The program will be considered a special employment program and Clause 31.5(d) will apply.
- (f) The hours of work shall average 35 hours per week and shall be consistent with the hours of work established for the work group to which the employee is assigned.
- (g) The hours of work may be varied by mutual agreement between the Union and the Employer provided that no employee works more than 10 hours in one day or 70 hours in a biweekly period.

ARTICLE 35 - SAFEGUARDING VULNERABLE PEOPLE

35.1 Purpose

The Parties recognize that within the Public Service there are employees whose work assignment brings them in contact with vulnerable individuals. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The Parties recognize that an employee's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals is to be treated with confidentiality to the fullest extent compatible with meeting the Government's responsibility of safeguarding vulnerable people.

Vulnerable people includes adults with physical/mental disabilities, and includes children.

35.2 Confidential Disclosures

(a) Within 20 days of a request by the Employer an employee shall provide the Employer with such authorization and information as the police may require in order to establish whether a record exists in areas of crime incompatible with such assignments. The Employer shall not be entitled to consider police records other than those arising from the above mentioned crimes.

(b) Refusal to provide the necessary information shall render the employee ineligible to work with vulnerable people. Upon failure or refusal to provide the necessary information the employee shall be given 20 work days notice of removal from the assignment. Such employees shall have the options outlined in Article 13. During the notice period the employee shall be assigned duties which do not involve vulnerable people or will be paid in lieu of work.

Where an employee provides false or misleading information, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

(c) Within 30 days of the signing of this agreement, the Principals shall mutually agree to a third Party who will be responsible for the following:

(1) To receive police records as requested by the Employer.

(2) To forward such records to the Employer without information which identifies the employee while retaining a cross-reference means of identification.

(3) Upon request of the Deputy Minister, to provide the employee name corresponding to a record and to notify the employee.

(d) Where a Deputy Minister has called for an employee name, the employee shall have an opportunity to make written explanation regarding the record as it relates to their suitability.

The decision that an employee is not cleared for work in a position of trust will be made by the Deputy Minister of the employing Ministry. Where the Deputy Minister has called for an employee name and decides that the record does not render the employee unsuitable, the record shall be destroyed.

(e) Upon the decision of the Deputy Minister that an employee is not cleared for work with vulnerable people, the employee shall be given 20 work days notice of removal from the assignment. Such employees shall have the options outlined in Article 13. During the notice period the employee shall be assigned duties which do not involve vulnerable people or will be paid in lieu of work.

The decision of the Deputy Minister shall be subject to the grievance procedure commencing at Step 3 within 30 days of the written decision being received.

**ARTICLE 36 - LIMITED EMPLOYMENT
AND PRIVATIZATION**

36.1 Limited Employment

(a) *Definitions* - In Clause 36.1 of this article:

"Limited Term Employee" means:

- (1) a person appointed pursuant to Section 1(1)(j) of the *Public Service Labour Relations Act ("PSLRA")* or;
- (2) a person described in Appendix II, *"Excluded Classes"*, of the Master Agreement between the Employer and the Union as "persons appointed on a temporary limited basis for a specific term of less than 31 calendar days pursuant to Section 1(1)(j) of the PSLRA".

(b) *Reporting Procedures*

- (1) The Employer agrees to provide the Union with a copy of all letters appointing a person pursuant to Section 1(1)(j) of the PSLRA within 10 calendar days of such appointments.

The appointment notice shall contain the following information:

- (i) the date the appointment is to commence;
 - (ii) the date the employment is to terminate or is intended to terminate;
 - (iii) the work location and classification of work to be performed.
- (2) (i) The Employer agrees to provide the Union with written reports every three months of each calendar year regarding usage of service of employees from employment agencies.

- (ii) Reports will be forwarded as follows:
 - a) by April 15 for the period January 1 to March 31;
 - b) by July 15 for the period April 1 to June 30;
 - c) by October 15 for the period July 1 to September 30;
 - d) by January 15 for the period October 1 to December 31.
- (iii) Each report shall include:
 - a) the name of the employment agency and individual concerned;
 - b) the location and Ministry at which such services are provided;
 - c) the dates of utilization.

(c) *Limited Term Employee*

(1) No individual will be permitted to work on a subsequent appointment of less than 31 days without the elapse of a period of 31 days since the expiry of that individual's most recent appointment of less than 31 days. If a person is appointed pursuant to section 1(1)(j) of the PSLRA and the person's appointment extends beyond 30 days, that person shall be re-appointed as an auxiliary employee effective the date the appointment is extended, however, seniority shall be credited for hours worked pursuant to the Section 1(1)(j) appointment.

(2) For the purposes of Clause 36.1 of this article non-working periods in excess of seven days within a period of 90 days shall not be counted for purposes of

calculating whether an appointment is for a period of less than 31 days.

(d) *Employment Agencies*

(1) An "employment agency" is defined as a person or business organization who is in the business of recruiting and providing the services of individuals to other persons or organizations, including the Employer.

(2) No assignment of work to any one individual from an employment agency shall exceed 30 days.

(e) *Combination Usage*

The Employer agrees that it will not utilize limited-term employees and individuals from employment agency(s) or a combination of either, in succession to perform the same duties for a period in excess of 30 days within a period of 90 days.

(f) *Waiver*

Nothing in this article prohibits the Union from waiving any term or condition of this article. A waiver may only be granted by the President of the Union in writing, and such waivers will not be unreasonably withheld. The President of the Union shall respond to requests for a waiver within 10 calendar days of a request.

36.2 Privatization

(a) *Definitions* - In Clause 36.2 of this article:

"*Privatization*" means a disposition of assets and/or arrangements for the delivery of services identified in a minute of the Executive Council as a privatization.

"*Privatization Impact Review Committee*" means a committee of three representatives of the Employer and three representatives of the Union that will meet within 10 calendar days of the announcement of a planned privatization.

"Private Employer" means an employer other than the Government of the Province of British Columbia.

(b) *Privatization Impact Review Committee*

(1) The Privatization Impact Review Committee will meet to examine a privatization or planned privatization. The Employer will inform the Privatization Impact Review Committee of the number and work locations of employees affected by a privatization or planned privatization.

(2) The Privatization Impact Review Committee will meet to review and examine a privatization or planned privatization.

(3) The Privatization Impact Review Committee will examine the privatization or planned privatization to determine the impact of the privatization upon the members of the bargaining unit.

(4) Within 14 days of meeting pursuant to (b)(2), members of the Privatization Impact Review Committee may make a written report to the Deputy Minister of the Ministry in which a privatization or planned privatization will occur regarding the impact of the privatization or planned privatization upon members of the bargaining unit and may make written recommendations intended to ameliorate the impact of privatization upon the members of the bargaining unit.

(c) *Employee Options*

(1) In the event that a privatization proceeds and the service and/or operation is privatized, employees who have been offered continued employment with the private employer will have the option of remaining employees of the Employer in accordance with this article, or becoming employees of the private employer.

(2) Regular employees affected by privatization who have not been offered continued employment with the

private employer shall be placed in accordance with their service seniority in the following sequence:

- (i) The employee shall select an available comparable vacancy or displacement in accordance with a) through h) below. The employee must possess the skill and ability to perform the job after a period of job orientation.

	Vacancy/ Displacement	Classification	Geographic Location
a)	Vacancy	same	same
b)	Vacancy	comparable	same
c)	Displace	same	same
d)	Displace	comparable	same
e)	Vacancy	same	other
f)	Vacancy	comparable	other
g)	Displace	same	other
h)	Displace	comparable	other

In order to facilitate the administration of (i) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/ bumping option. The displacement/bumping option shall be voluntary. Should an employee wish to displace/bump, the Employer will identify the least senior employees within the classification, Ministry, headquarters or geographic locations.

For purposes of this clause, a regular employee may only access (iv) a) below or displace another regular employee if the displacing employee has three or more years of service

seniority and the employee being displaced has less than three years of service seniority.

(ii) If an employee cannot be placed in accordance with (i) above, they may select an available comparable vacancy which they will be able to perform with a period of training and familiarization. Where an employee is being placed in such a position, the Joint Committee may also consider other training where it is complementary to current in-service training.

(iii) The Joint Committee under Clause 36.3 of this article shall provide for continuing consultation and cooperation between the Parties and shall assist with the placement of employees.

(iv) If the employee is not placed under (i), (ii) or (iii) above the employee may select either:

a) temporary assignment to a job within the geographic limitations developed by the Joint Committee for a period of six months. In such circumstances the employee's rate of pay shall be maintained and any negotiated increases shall apply for the period of the temporary assignment, or;

b) severance pay based upon three weeks' current salary for each year (1827 hours at straight time rate) of regular service seniority to a maximum of 12 months' current salary.

c) an employee may choose to take the options available to employees as outlined in Clause 13.2.

d) job offers pursuant to (i) above:

- If an employee refuses one job offer in the same classification and the same geographic location, they will be deemed to have resigned but may, if eligible, claim early retirement.
- If an employee refuses one job offer in a different classification in the same geographic location, and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in (b) above.
- If an employee refuses a maximum of two job offers in a different geographic location or with a salary or maximum step pay range comparable to their existing position they shall claim early retirement or severance pay as outlined in (b) above.

e) An employee who fails to select an available comparable vacancy or displacement, or fails to elect between early retirement or severance pay shall be paid severance pay as outlined in this article.

(v) Upon the expiry of the six month period referred to in (iv) a) above, the Joint Committee may require placement of the employee in an available comparable vacancy. If the employee refuses placement under this provision, they

shall be deemed to have resigned their employment and shall accept severance pay.

(vi) An employee who is placed, refuses placement or is displaced shall not be considered to be laid off under this agreement, however regular employees displaced may exercise rights pursuant to Clause 13.2.

(3) Regular employees affected by privatization who have been offered continued employment with the private employer but who elect to remain as employees of the Employer shall be placed in vacancies in accordance with their service seniority as follows:

(i) the employee shall follow the procedures in (2)(i), (ii) and (iii) above.

(ii) upon the expiry of the six month period referred to in (2)(iv) a) above, the Joint Committee may require placement of the employee in an available comparable vacancy. If the employee refuses placement under this provision, they shall be deemed to have resigned their employment.

(iii) an employee who is deemed to have resigned under (ii) above shall not be considered to be laid off under this Agreement.

(4) (i) A regular employee who continues employment with a private employer may, within 12 months of leaving employment with the Employer, apply for job vacancies with the Employer and, for the purpose of such application only, their employment with the Employer will be deemed to have continued uninterrupted.

(ii) If, within a three-year period after a service or operation is privatized, the private

Employer providing such service or operation ceases such operation, then the Employer shall ensure that the privatized employee's employment is maintained.

(iii) In the event that the first contract with the private Employer is not renewed, then employees who had accepted continued employment shall have the right to bid back to vacancies with the Employer for the next ensuing 12 months.

(5) In this article "*comparable*" includes a job with a salary range not more than four grid levels below the employee's original classification.

(6) Where a privatization occurs, the Employer shall maintain funds sufficient to satisfy an amount equivalent to severance pay existing at the date of privatization which will be payable upon the occurrence of circumstances referred to in (4)(ii) or (iii), in an escrowed account.

(7) Where an auxiliary employee either is not offered employment with a private Employer or elects to remain an employee of the Employer, the Joint Committee shall have the authority to place the auxiliary employee in such manner as it deems fit in accordance with the principles of this article.

36.3 Referral of Disputes

(a) A Joint Committee shall be constituted to hear and determine any dispute between the Parties over the application, interpretation, operation or alleged violation of this article.

(b) The Joint Committee shall consist of five representatives, two appointed by the Union, two appointed by the Employer, and a chairperson. The chairperson shall be appointed jointly by the Parties.

(c) The Joint Committee shall not have the authority to amend, modify, or otherwise alter this article or the Master Agreement.

(d) If the Joint Committee is unable to resolve any disputes over the interpretation, application, operation or alleged violation of this article, and any dispute related to the placement of employees under Clause 36.2 of this article, the chairperson of the Committee shall, at the request of either Party, sit as an arbitrator over all disputes pertaining to this article.

(e) The Joint Committee shall have the authority, in such circumstances as they deem appropriate, to:

(1) relieve against the limitations contained in Clause 36.2(c)(2)(iv), and

(2) define "*comparable*" for the purposes of Clause 36.2(c)(2) as follows:

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

Where this definition is used, an employee shall not utilize the displacement/bumping options of Clause 36.2(c)(2) to obtain a promotion.

ARTICLE 37 - TERM OF AGREEMENT

37.1 Duration

This Agreement shall be binding and remain in effect to midnight **March 31, 2004**.

37.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after **January 1, 2004**, but in any event not later than midnight, **January 31, 2004**.

(b) Where no notice is given by either Party prior to **January 31, 2004**, both Parties shall be deemed to have given notice under this clause on **January 31, 2004**, and thereupon Clause 37.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Commissioner of the Public Service Employee Relations Commission.

37.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 37.2, the Parties shall, within 14 days after the notice was given, commence collective bargaining.

37.4 Change in Agreement

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

37.5 Agreement to Continue in Force

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

37.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing.

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

George Heyman
President & Chair of Committee

Diane Wood
Secretary-Treasurer

Gary Ralph
Correctional and Sheriff Services

Ron Perret
Hospital & Allied Services

Robin Rutherford
Retail Stores & Warehouse

Don Philpott
Social, Educational & Health Services

Debra Foster
Social, Educational & Health Services

Sandi McLean
Administrative Services

Lori Joaquin
Administrative Services

Mohammed Alam
Environmental, Technical and Operational Services

David Vipond
Director, Negotiations and Advocacy

Jaynie Clark
Advocacy Coordinator

Dated: **May 23, 2001**

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

Valerie Mitchell
Commissioner

Ron McEachern
Deputy Commissioner

Wayne Scale
Assistant Deputy Minister
Classification, Pay and Benefits

Ron Myers
Director, Labour Relations

Doug Mikasko
Director, Labour Relations

APPENDICES

APPENDIX 1 MINISTRIES, BOARDS AND AGENCIES

This Agreement applies to all employees within the B.C. Government and Service Employees' Union bargaining unit who are employed in all ministries of the Government of the Province of British Columbia.

It also applies to all employees within the B.C. Government and Service Employees' Union bargaining unit employed in other boards, agencies or commissions which have been designated by Order-in-Council pursuant to Section 3 of the *Public Service Act* or whose enabling legislation provides for the appointment of employees pursuant to the *Public Service Act*. These include:

Agricultural Land Commission	B.C. Transportation Financing Authority
B.C. Asset & Land Corporation	Collective Agreement Arbitration Bureau
B.C. Board of Review	Commercial Appeals Commission
B.C. Coroners Service	Forensic Psychiatric Services Commission
B.C. Gaming Commission	Forest Practices Board
B.C. Investment	Forest Renewal BC
B.C. Labour Force Development Board	Islands Trust
B.C. Marketing Board	Motor Carrier Commission
B.C. Mental Health Society (Riverview)	Oak Bay Lodge Society
B.C. Oil and Gas Commission	Provincial Capital Commission
B.C. Parole Board	Purchasing Commission
B.C. Pension Corporation	Tillicum and Veterans Care Society
B.C. Police Commission	Workers' Compensation Review Board
B.C. Racing Commission	

APPENDIX 2 EXCLUDED CLASSES

Persons employed in the service of the Legislative Assembly, including the staff of Government House, officials of the Legislative Assembly, the staff of Hansard, the support staff of the Government Caucus and of the Opposition parties.

Persons employed in the office of a member of the Executive Council, including the administrative assistants and support staff.

Persons appointed to office by the Lieutenant-Governor in Council.

Persons appointed to boards, commissions, and agencies under the authority of an *Act* of the Legislative Assembly other than the *Public Service Act*.

Persons locally engaged outside of British Columbia.

Persons appointed on a temporary limited basis for a specific term of less than 31 calendar days, pursuant to Section 1(1)(j) of the *Public Service Labour Relations Act*.

**APPENDIX 3
CLASSIFICATIONS & RATES OF PAY**

CORRECTIONAL AND SHERIFF SERVICES

Definition – This Component includes those classifications performing duties related to providing secure care and custody to adults in correctional centres, to youths in youth custody centres, and classifications performing duties related to Court security and the secure transport of persons who are under an order of the Court.

HOSPITAL & ALLIED SERVICES

Definition - This Component includes those positions providing direct care in institutions or support services generally.

RETAIL STORES & WAREHOUSE

Definition - This Component consists of those classifications directly involved in the operation of retail stores and related warehouse operations.

SOCIAL, EDUCATIONAL & HEALTH SERVICES

Definition - This Component consists of those classifications involved in sociological, cultural, education, research, health care delivery, and the direct technical support functions thereto.

ADMINISTRATIVE SERVICES

Definition - This Component consists of those classifications which act in direct support to administrative, social and legal programs by providing such services as clerical, stenographic, business-machine operation, etc., or which are of an administrative or supervisory nature which may include technical support and auditing, taxation, systems, or regulatory/enforcement in a commercial environment.

ENVIRONMENTAL, TECHNICAL AND OPERATIONAL

Definition - This Component consists of classifications involved in natural resources and environmental protection and regulation; engineering support/inspection; labouring/maintenance; operation of vehicles and industrial equipment; tradespersons, and marine crew and officers.

APPENDIX 3A AND 3B – SALARY GRID

- 1. As of April 1, 2001, new employees will be placed in Master Agreement Appendix 3A and will utilize all steps of the range within their grid level.**
- 2. Employees on staff March 31, 2001, will be placed in Master Agreement Appendix 3B and will utilize all steps of the range within their grid level.**
- 3. Commencing April 1, 2001, employees in classifications above Grid 12 and who are at or attaining Step 3 of the range as specified in Appendix 3B shall be placed at the identical salary of Appendix 3A at Step 5 on April 1, 2001, or on the date they attained Step 3, whichever is later.**
- 4. Effective April 1, 2001, all substitutions, promotions or reclassifications will utilize Appendix 3A.**

APPENDIX 3A AND 3B – SALARY GRID

**APPENDIX 3C
CLASSIFICATION TITLES AND GRID RANGES**

Explanatory Notes:

- 1. Classification titles include reference to grid range assignment through the use of the terminology "R _". For example, Administrative Officer R14 indicates that the applicable grid range for this classification is Range 14.**
- 2. Some titles utilize "N" or "NSOM" instead of "R". The use of the letters "N" or "NSOM" is transitional and indicates a grid range adjustment will be applied to this classification during the term of the 13th Master Agreement as provided for in Appendix N, MOU re: PSJEP or the New Store Operations Model.**
- 3. Existing classification titles continue where the current grid range is not to be utilized under the Public Service Job Evaluation Plan.**
- 4. For the purpose of Articles 13, 31 and 36, Classification Titles which are identical, except for the designation "R", "N" or "NSOM" will be deemed to be the same classification.**
- 5. Salary administration provisions related to the various growth classifications are set out in Appendix L, MOU re: PSJEP.**

**APPENDIX 3D
ACTIVE TRADES CLASSIFICATIONS – CHART 1**

Note: only the top step of the grid indicated is used.

The following appendix is an alphabetic listing of all active Trades classification titles and the grid range which applies to each classification as of April 1, 2001. The grid range for some positions or classifications may change due to the application of the Public Service Job Evaluation Plan during the term of this Agreement.

Classification/Title	Trade Apprentice	Trade Journeyman	Trade Leadhand	Trade Supervisor	Trade Senior Supervisor	Trade Principal Supervisor
Carpenter	—	18	20	21	22	23
Electrician	% of 18	18	20	22	23	24
Electronics Audiometric	—	16	17	18	—	—
Electronics Audiometric Advanced	—	18	20	—	—	—
Electronics Industrial	—	18	20	23	—	—
Electronics Radio Communication	% of 18	18	20	23	23	25
Electronics Security	% of 18	18	20	23	—	—

Classification/Title	Trade Apprentice	Trade Journeyman	Trade Leadhand	Trade Supervisor	Trade Senior Supervisor	Trade Principal Supervisor
Gardener	—	11	12	13	14	—
Industrial Warehousing	% of 10	10	11	12	13	14
Lithograph Press Over 21”	—	13	14	15	16	—
Lithograph Press To 21”	—	11	12	13	14	—
Machinist Manufacturing	—	18	20	21	22	—
Mechanic Heavy Vehicle & Equipment	% of 18	18	20	21	22	23
Mechanic Light Vehicle & Equipment	—	13	14	15	16	17
Painter Decorator	—	16	16	17	18	—
Shipwright	—	18	20	21	22	—

Classification/Title	Trade Apprentice	Trade Journeyman	Trade Leadhand	Trade Supervisor	Trade Senior Supervisor	Trade Principal Supervisor
Shoemaker Orthopedic	—	11	12	—	—	—
Upholsterer	—	13	14	—	—	—
Welder Heavy Vehicle & Equipment	% of 18	18	20	21	22	—

**APPENDIX 3D
INACTIVE TRADES CLASSIFICATIONS – CHART 2**

The following appendix is an alphabetic listing of all inactive Trades classification titles and the grid range which applies to each classification as of April 1, 2001. Inactive Trades classifications may be reactivated if required during the term of this Agreement.

Classification/Title	Trade Apprentice	Trade Journeyman	Trade Leadhand	Trade Supervisor	Trade Senior Supervisor	Trade Principal Supervisor
Aircraft Maintenance Engineer	—	17	18	19	20	21
Aircraft Mechanic	—	13	—	—	—	—
Autobody Heavy Vehicle & Equipment	% of 14	14	15	16	—	—
Bridgeworker	% of 13	13	14	15	16	17
Building Engineer	—	16	—	—	—	—
Electrical Rebuild Heavy Vehicle & Equipment	—	14	15	16	—	—

Classification/Title	Trade Apprentice	Trade Journeyman	Trade Leadhand	Trade Supervisor	Trade Senior Supervisor	Trade Principal Supervisor
Electronics Avionics	—	18	19	20	—	—
Electronics Domestic Radio TV	—	13	14	15	—	—
Electronics TV Production	—	16	17	18	—	—
Engine Rebuild Heavy Vehicle & Equipment	—	14	15	16	17	—
Instrument Mechanic	—	15	16	—	—	—
Machinist	—	13	—	—	—	—
Machinist Heavy Vehicle & Equipment	—	14	15	16	—	—
Marine Fitter	—	15	16	17	18	19
Sheet Metal	—	15	16	17	—	—

APPENDIX 3E
RATES OF PAY FOR APPRENTICES

Two-year Apprenticeship Program

1 st year	65% of certified journeyman rate.*
2 nd year	90% of certified journeyman rate.

Three-year Apprenticeship Program

1 st year	65% of certified journeyman rate.*
2 nd year	75% of certified journeyman rate.
3 rd year	90% of certified journeyman rate.

Four-year Apprenticeship Program

1 st year	65% of certified journeyman rate.*
2 nd year	70% of certified journeyman rate.
3 rd year	80% of certified journeyman rate.
4 th year	90% of certified journeyman rate.

Five-year Apprenticeship Program

1 st year	65% of certified journeyman rate.*
2 nd year	70% of certified journeyman rate.
3 rd year	75% of certified journeyman rate.
4 th year	85% of certified journeyman rate.
5 th year	90% of certified journeyman rate.

* *Becomes 60% if the employee has not successfully completed a recognized pre-apprenticeship training program prior to being indentured.*

**APPENDIX 3F
SPECIAL EMPLOYMENT PROGRAM RATES**

Level	Definition	Grid	Steps Used		
			1	2	3
1	Youth Employment Program Students enrolled in full-time studies at an accredited educational institution within the past six months at Grade 12 or below	3	—	X	—
2	Youth Employment Program Students enrolled in full-time studies at an accredited educational institution within the past six months at a post-secondary level.	3	—	—	X
3	Public Service Training Program Employees without a post-secondary degree or certificate working in their initial work term.	5	X	—	—
4	Public Service Training Program Level 1 employees working in a subsequent work term. Coop Education Training Program: Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a diploma or Bachelor's degree.	5	—	X	—

Level	Definition	Grid	Steps Used		
			1	2	3
5	<p>Information Technology Work Practicum Employees registered in a recognized information technology education program at a participating post-secondary institution with a minimum instructional period of six months and a maximum work practicum period of four months</p>	6		X	
6	<p>Public Service Training Program Employees who have completed a post-secondary degree or certificate (minimum 2-year course) classification and are placed into training positions where they are performing work consistent with the education level.</p> <p>Employees with a degree or certificate who are not performing work consistent with their educational level shall be placed into Level 1.</p> <p>Coop Education Training Program: Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a post-graduate degree.</p>	11	—	X	—

Level	Definition	Grid	Steps Used		
			1	2	3
7	Public Service Internship Program Employees who are recent graduates from a university or who have received a college diploma or certificate and who are hired as part of an Internship Program.	13	X	—	—

APPENDIX 4
SHORT AND LONG TERM DISABILITY

Part I - Short Term Illness and Injury Plan

1.1 Eligibility

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 work days) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$210 or the Employment Insurance maximum weekly sickness benefit, whichever is higher.
- (d)
 - (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave with pay up to 152 days for any one claim in lieu of benefits as outlined in Section 1.2.
 - (2) Employer and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.
 - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.

(4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.

(5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

(e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

1.2 Short Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed seven months from date of absence (Short Term Plan Period).

(b) The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:

(1) Accumulated sick leave credit under the old sick leave plan;

(2) Compensatory Time Off (CTO);

(3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;

(4) Vacation entitlement.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

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

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond seven calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

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

(a) a medical practitioner qualified to practice in the province of B.C.; or

- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above,

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six consecutive scheduled days of work;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment.

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

1.5 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the $\frac{1}{4}$ day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

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

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

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

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

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

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

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

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

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

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

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

1.7 Employee to Inform Employer

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

1.8 Entitlement

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

1.9 EIC Premium

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

1.10 Benefits Upon Layoff or Separation

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

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

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

Part II - Long Term Disability Plan

2.1 Eligibility

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

(2) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six months of full time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Clause 31.12.

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

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

2.2 Long Term Disability Benefit

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

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

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

(1) 68.3% of the first \$2,200.00 of monthly earnings; and

(2) 50% of the monthly earnings above \$2,200.00.

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent seven-month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent seven-month period.

(c) The Long Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(d) An employee in receipt of long term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a Rehabilitation Committee established thereunder and will retain seniority

rights should they return to employment within six months following cessation of benefits.

(e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for superannuation will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for superannuation waived by the Employer, except that superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first two years of disability except where accommodation has been made which enables an employee to work:

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

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

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

After the first two years of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate

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

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

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 24 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

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

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

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an

allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment **reach 100%** of the employee's earnings at the date of disability but in no event for more than 24 months from the date benefit payments commence.

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

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for 24 months from the date rehabilitative employment commenced.

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

***2.4 Exclusions from Coverage**

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

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

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

2.5 Pre-existing Conditions

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

2.6 Integration With Other Disability Income

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

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

- (a) any amount payable under the *Workers' Compensation Act* or Law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory act or law; and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan

of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and

(e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

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

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

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

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

(1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.

(2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.

(3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This Section does not apply to a war disability pension paid under an *Act* of the Governments of Canada or other Commonwealth countries.

2.7 Successive Disabilities

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

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

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

2.8 Cessation of Benefits

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

- (a) at the end of the month in which the employee reaches their 65th birthday (60th birthday for correctional centre employees);
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

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

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

2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of 18 months of absence without pay

except that if the leave is for educational purposes the maximum period will be extended to two years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 Benefits Upon Plan Termination

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

2.11 Contributions

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

2.12 Waiver of Contributions

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

2.13 Claims

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

(b) (1) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the

claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

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

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

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

(c) The expenses incurred by a Claims Review Committee will be paid by the Plan.

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

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

2.14 Physical Examination

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

2.15 Canadian Currency

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

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Master Agreement.

2.17 Implementation by Regulation

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

2.18 Benefit Level

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

Part III - Joint Advisory Committee

There shall be a Joint Advisory Committee which shall consist of two representatives appointed by the Employer and two representatives appointed by the Union. The Employer and the Union may each appoint one alternate Committee member. The

purpose of the Committee shall be to consider and make recommendations to the bargaining principals on all matters related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the bargaining principals on any questions which may arise related to interpretation or application of the wording of Appendix 4. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining principals.

Part IV - Rehabilitation

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

(a) For the purpose of this Section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.3(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment (GPSD7). An employee who fails to:

- (1) sign the application form;
- (2) make themselves reasonably available and cooperate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;
- (3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program

shall have benefits suspended.

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

(c) The application shall be completed and returned to the Ministry who shall within 10 work days forward the application to the Secretary. The Committee members shall be provided with copies of the application.

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

(1) if the application is properly before the Committee;

(2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;

(3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;

(4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Ministry to return the incapacitated employee to work considering the following accommodations:

(i) modification of the duties of the employee's job;

(ii) flexibility in scheduling hours of work within existing hours of operation;

(iii) provision of technical or mechanical aids.

(5) where the employee is considered capable of performing alternative employment or once the

rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 - Layoff and Recall of the Master Agreement excluding displacement options pursuant to Clauses 13.2 and 13.3(c)(2).

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

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

(f) Where an employee has a physical occupational illness or injury, the Ministry will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 4.

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

APPENDIX 5

Effective May 23, 2001, this Appendix has been moved to Appendix 3E.

APPENDIX 6
LOCATIONS APPROVED FOR SPECIAL VACATION
TRANSPORTATION SUBSIDY (CLAUSE 27.23)

Alice Arm	Mahatta River
Anahim Lake	Masset
Atnarko Camp	Meziadin Lake
Atlin	Muncho Lake
Bella Coola	Naden Harbour
Bob Quinn Lake	Nass Valley
Cassiar	Ocean Falls
Chamiss Bay	115 Mile Creek
Dease Lake	Port Clements
Dinan Bay	Queen Charlotte City
Driftwood	Racing River
Germansen Landing	Sewell Inlet
Good Hope Lake	Stewardson Inlet
Hyland River	Stone Mountain Park
Ingenika	Summit Lake (Alaska Hwy.)
Kemano	Tatla Lake
Kingcome Inlet	Tattoga Camp
Kledo Creek	Telegraph Creek
Leo Creek	Toba Inlet
Liard River (Hot Springs)	Waglisa
Louise Island	Ware
Lovell Cove	Watson Lake
Lower Post	Welwood Camp

APPENDIX 7
SENIORITY BLOCKS

Seniority Blocks agreed to by the Master Bargaining Principals shall form part of this Agreement and are included as Appendix 7, however, the parties agree that it will not be printed as part of the general distribution of the Master Agreement.

**APPENDIX 8
BIWEEKLY PAY CONVERSION SCHEDULE
ISOLATION ALLOWANCE**

Based on \$6.50 per point per month

Points	Biweekly Rate
11	32.89
12	35.88
13	38.87
14	41.86
15	44.85
16	47.84
17	50.83
18	53.82
19	56.80
20	59.79
21	62.78
22	65.77
23	68.76
24	71.75
25	74.74
26	77.73
27	80.72
28	83.71
29	86.70
30	89.69
31	92.68
32	95.67
33	98.66
34	101.65
35	104.64
36	107.63
37	110.62
38	113.61
39	116.60

INFORMATION APPENDIX I

Re: Advance Payment of Group Life Benefits

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.2 are as follows:

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

INFORMATION APPENDIX II

Re: Job Sharing Policy Directive 6.1

OBJECTIVE

The objective of this policy directive is to outline the terms and conditions of job sharing and the circumstances under which job share arrangements may occur.

APPLICATION AND SCOPE

This policy directive applies to all regular employees covered by the *Public Service Act*.

PRINCIPLES

The Employer is committed to flexible work arrangements that are advantageous to both the Employer and employees.

MANDATORY REQUIREMENTS

Definitions

“job share proposal” is a written request by two employees to job share as detailed under paragraph 8 of this policy directive.

“job share arrangement” is an arrangement between two employees (partners) who perform the duties of a position previously performed by one full-time employee.

“extended absence” means absences of more than ten working days.

General

Job share situations are not promotional opportunities; therefore half of a job share cannot be posted or advertised as a promotional opportunity. Partners in a job share proposal must both be at the same or higher classification level as the position to be shared. The partners are appointed to and paid at the classification level of the shared position.

Ministries should ensure that a mechanism is in place to track the number of job sharing arrangements, the nature and classification of the shared positions, and the gender of the partners.

Job Share Proposals

The job share proposal must be presented to the first level excluded manager for consideration and is to include:

- (a) the names and classifications of both partners;**
- (b) a request by both partners for part-time employment;**
- (c) the qualifications and experience of the partners;**
- (d) the partners most recent performance appraisals;**
- (e) identification of the position and confirmation that it is either vacant or occupied by one of the partners;**
- (f) a description of how job duties and responsibilities will be shared;**
- (g) details on arrangements to share information with each other, clients, colleagues and the supervisor;**
- (h) a proposal of how workload priorities will be determined by the partners on an ongoing basis;**
- (i) a proposal of how extended absences may be covered;**
- (j) a preferred start date; and**

- (k) a preferred work schedule (subject to the provisions of the applicable collective agreement for bargaining unit employees).

Approval of the job sharing proposal is at the discretion of the excluded manager. Appendix 1 outlines some of the considerations to be reviewed. Before approving a proposal, the manager must ensure that employees and the Employer have a clear understanding of each partner's duties and responsibilities.

The proposal may be approved on a trial basis for a three month period to enable the Employer and the job share partners to assess whether the job-share arrangement is suitable.

Some positions can be more easily job shared; for example if there is "*on-the-spot*" service and little follow-through is required, if there are discrete duties, if work can be scheduled in advance, if different staff can perform functions interchangeably, or if little interaction is required with other employees. Other positions may require more careful planning to accommodate an effective job share arrangement; for example if there are supervisory responsibilities then the people supervised must know which partner is responsible for their supervision; if there are budget or planning responsibilities then the partners must be able to agree to divide responsibilities or reach consensus.

Eligible Partners

The partners must be:

- (a) qualified for the position to be shared;
- (b) covered by the *Public Service Act* as regular employees;

- (c) at the same or higher classification level than the position to be shared; and
- (d) performing current duties satisfactorily according to confirmation from their supervisor(s).

Appointment of Job Sharing Partners

If approved, the job share proposal is confirmed in writing and becomes the job share agreement. A copy of the agreement should be provided to the appropriate human resources/ personnel office. The job share partners are appointed as part-time employees with the proviso that their work hours may be increased up to full-time to cover their partner's extended absence. Appointments are subject to applicable policy directives (for example, Lateral Transfer and Demotion, and Probation).

The appointment letter states:

- (a) terms and conditions of employment, including the statement that benefits are those approved for part-time employees;
- (b) terms of the job share arrangement, including hours of work;
- (c) that, due to operational requirements, partners' hours may be increased to full-time to cover the other partner's extended absence; and
- (d) that the agreement may be terminated, in writing, by either partner or the Employer.

Acceptance of the appointment must be in writing.

Benefits

The partners' benefits are those approved for regular part-time employees. Most benefits are pro-rated based on the number of hours the partner works; some benefits are paid in full to both partners. See PSERC Personnel Management

Policies and Procedures directive 4.2, Benefit Plans, or Appendix 2 of this policy, for regular part-time employee benefits.

Extended Absence

The supervisor may, due to operational requirements, increase one partner's work hours up to full-time to cover the other's extended absence (for example, leaves or resignation). This is not a permanent change in hours of work unless requested by the employee and approved by the excluded manager, nor is it meant to limit management's responsibility to determine how operational requirements will be met on each occasion.

Partners will give as much notice as possible of an extended absence so that the supervisor can give reasonable notice before increasing a partner's hours of work.

Termination of Job Share Arrangement by Employer

Ministries may terminate a job share arrangement for bona fide operational reasons after consultation with PSERC. If so, it is the ministry's responsibility to find part-time work for those employees who do not wish regular full-time work. Alternatively, the Employer may move both partners into a new job share if:

- (a) there is an available vacancy;**
- (b) the vacant position is appropriate for job-sharing;**
- (c) the vacant position is at an equivalent or lower classification level; and**
- (d) the supervisor and/or manager of the vacant position agrees to the new job-share.**

Termination of Job Share Arrangement by Employee(s)

If either partner terminates the job share arrangement, the remaining partner may request to fill the position full-time or find a new job share partner and submit a new job share proposal. Half of a job share cannot be posted as a promotional opportunity. However the remaining partner may distribute a notice asking for expressions of interest from employees at the same level or higher than the position to be shared or access the Job Share Registry through PSERC's Intranet site at <http://jobshare.gov.bc.ca>. They may then develop a new job share proposal for consideration by the excluded manager.

The excluded manager has the option of creating two part-time positions and posting one of them. In this case, the manager would not have the ability to increase the part-time employees' hours up to full-time to cover extended absences unless agreed to by the part-time employee.

If the above options are not successful, the remaining partner must find alternate employment. The onus is on the employee to find alternate employment, although the ministry will try to assist. The employee has no right to part-time work.

If both partners leave a job share arrangement, the excluded manager may approve a subsequent job share proposal or fill the position on a full-time basis.

RESPONSIBILITIES

Public Service Employee Relations Commission

The Commissioner is responsible for providing advice and assistance on the application of this policy directive.

Ministries

Deputy Ministers are responsible for:

- (a) ensuring that the provisions of this policy directive are met;**
- (b) determining whether job share arrangements are feasible;**
- (c) approving or rejecting job sharing proposals;**
- (d) ensuring that a mechanism is in place to review and respond to job sharing proposals;**
- (e) reporting to PSERC upon request, the number of job sharing arrangements, the nature and classification level of the shared positions, and the gender of the partners; and**
- (f) delegating authority and responsibility, where applicable, to apply this policy within their organization.**

LEGISLATIVE AUTHORITIES

Public Service Act

OTHER AUTHORITIES AND REFERENCES

B.C. Government and Service Employees' Union Master Agreement, Information Appendix II

PSERC Personnel Management Policies and Procedures Directive 4.2, Benefit Plans

CANCELLATIONS

This is an administrative update of Personnel Management Policies and Procedures Directive 3.12, Job Sharing. Revised May 28, 1999.

EFFECTIVE DATE

August 31, 1989

This policy directive is administered by the Staffing Division of PSERC

**APPENDIX 1
ESTABLISHING JOB SHARE ARRANGEMENTS**

A job share arrangement may be to the Employer's advantage if:

- (a) it assists in meeting workforce equity and diversity objectives; or**
- (b) the organization would otherwise lose a valuable employee whose circumstances prevent full-time work; or**
- (c) a mix of backgrounds/experience would enhance the operation; or**
- (d) an employee wishes to phase into retirement; or**
- (e) a pool of experienced workers can be kept for full-time positions in the future.**

REVIEW OF PROPOSALS AND EVALUATION OF CURRENT ARRANGEMENTS

Some issues to consider in reviewing job sharing proposals, or evaluating existing agreements include:

- (a) Are the partners qualified to do the job? Are they performing their duties satisfactorily?**
- (b) Will efficiency, productivity, timeliness, and level of service be maintained or enhanced?**
- (c) Will the productivity of the work group be adversely affected?**
- (d) If this is a supervisory position, will the employees who report to the position know who to contact for various matters?**

- (e) Can a practical and appropriate communication arrangement be established and maintained between the partners, the supervisor, clients and others?
- (f) How will the supervisor assess the quality of the work if both partners are accountable for all duties of the position?
- (g) Are the partners compatible in approach and outlook?
- (h) Can an acceptable work schedule be worked out?
- (i) Are both partners prepared to cover off for each other when requested for extended absences?
- (j) Will the supervisor's job become more difficult because of this job sharing arrangement? In what way?
- (k) Does the benefit outweigh the potential for extra supervisory time costs?
- (l) Is this a stable employment environment? Is there any possibility of layoffs in the foreseeable future?

**APPENDIX 2
REGULAR PART-TIME EMPLOYEES
SERVICE, BENEFITS, PAID TIME OFF AND OTHER
ALLOWANCES**

Entitlement is Pro-rated

- **Service Seniority (one year's service seniority for every 1827 hours completed)**
- **Vacation**
- **Paid Holidays**
- **Other Paid Leaves:**
 - 20.02 Special Leave
 - 20.03 Family Illness
 - 20.11 Leave for Medical and Dental Care
- **STIP***
- **LTD***

** is only pro-rated to the extent that the benefit is based on the employee's part time salary*

- **Superannuation***
- **Canada Pension Plan ***
- **Unemployment Insurance ***
- **Workers' Compensation Board***
- **Group Life* (only entitled to minimum)**

Entitlement is not Pro-rated

- **Basic Medical Insurance**
- **Extended Health Care Plan**
- **Dental Plan**
- **Air Travel Insurance**

Others

- **Overtime (paid in accordance with Article 16.10 of the BCGEU Master Agreement and Article 16.10 of the Nurses Agreement)**
- **Annual Increment (for details on bargaining unit and Schedule A employees see PSERC Circular No. 6, or for management employees see Personnel Management Policies and Procedures Directive 4.1, Salary Administration for Management Employees)**

* *is only pro-rated to the extent that the benefit is based on the employee's part time salary*

MEMORANDUM OF UNDERSTANDING #1
STEWARDS AT STEP 2 OF THE
GRIEVANCE PROCEDURE

The Parties agree to the following provisions concerning the number of stewards, their jurisdiction and mandate at Step 2 of the grievance procedure:

1. The Union is entitled to at least one steward per worksite to represent employees at Step 2 of the grievance procedure. The Parties may agree to additional stewards in large worksites or worksites with shift operations.
2. In the absence of a steward, another steward at the worksite will represent the employee at Step 2.
3. Where there is no steward at the worksite, another steward within the same Ministry Administrative Management area will represent the employee at Step 2.
4. Where the steward within the same Ministry Administrative Management area is outside of the grievor's geographic headquarters, another steward within the geographic headquarters may be used. It is understood that the use of this provision will be limited as much as possible and that any problems related to the administration of this provision will be referred to the joint committee in (8) below for resolution.
5. The mandate of the steward at Step 2 is to:
 - (a) Present the grievance at Step 2.
 - (b) Conduct the Step 2 meeting with the Step 2 designate. Where it is not feasible for the steward and Step 2 designate to meet personally, the Step 2 meeting may be conducted by phone.
 - (c) Attempt to conclude the grievance at Step 2. It is understood that settlements reached in this process are without prejudice to the positions of either Party respecting the issue in dispute.

6. When a steward is required to leave their worksite to present grievances at Step 2, permission to leave their work shall be obtained as required by Clause 2.6(c).

7. Nothing in this Memorandum is meant to prevent or discourage the settlement of grievances at Step 1 of the grievance procedure.

8. There shall be a joint committee established to monitor the progress and administration of this Memorandum with the goal of improving its operation, resolving problems or disputes, and gathering and sharing of relevant information. The Committee shall be comprised of two representatives of the Union and two representatives of the Employer.

MEMORANDUM OF UNDERSTANDING #2 BOARD AND LODGING AND RELOCATION EXPENSES

Definitions

For the purpose of these regulations:

"stationary employees" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

"mobile employees" are those that occupy positions requiring assignment to a *"temporary"* headquarters for a significant period of time for each specific project and who are required to

carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

"field status employees" are those who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

"seasonal field employees" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

"permanent camp" is a camp which will be established and occupied continuously for more than one year;

"seasonal camp" is a camp that will be established and occupied less than five months and is usually comprised of tents and, where feasible, trailers;

"fly or sub-base camp" is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;

"local hire" is a person who is hired or is domiciled within 80 kilometers of the job site by means of the shortest road route;

"travel status" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on Government business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"headquarters or geographic location" is that area within a radius of 32 kilometers where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

"dependents" for the purpose of definition, dependents are spouse, dependent children and anyone for whom the employee claims exemption on Federal Income Tax returns;

"private dwelling house" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. *"House", "residence" and "property"* refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes.

"reasonable amount of property" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "reasonable amount" (i.e., hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

Part I - Board and Lodging Regulations

1.1 Board and Lodging Allowances

- (a) *Local Hire:*

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should

such persons be transferred to another project where the distance involved requires the persons to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) *Employees at Their Headquarters:*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "*stationary*" or "*seasonal field*" employees while at their permanent headquarters, except as specifically authorized by the Master Agreement or any Component Agreement.

(c) *Travel Status:*

The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

- (1) "*stationary*" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis;
- (2) "*mobile*" employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarters to another, and for a period up to 30 days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;
- (3) "*seasonal field*" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of 30 days at one location on a continuous basis, or, who are moving from one assigned temporary

headquarters to another, for a period up to 30 days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;

(4) Notwithstanding any provisions contained in (c)(1), (2), or (3) above, travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) *Board and Lodging:*

The following class of employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the Employer in either Employer-operated camps or by means of local community services:

(1) "*stationary*" employees assigned to a temporary headquarters;

(2) "*mobile*" employees assigned to a temporary headquarters;

(3) "*seasonal field*" employees assigned to a temporary headquarters.

(e) *Per Diem Living Allowance:*

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

(1) Where employees would otherwise be entitled to travel status under Subsection (c) or board and lodging supplied under (d) above, employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be

responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will be **\$32.50** per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this Section, the per diem allowances will not be payable during the following periods:

(i) non-approved unpaid absences from the job including abutting weekends;

(ii) unpaid WCB leave and unpaid absence due to illness or injury in excess of five days, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or 20 days, whichever is the lesser;

(iii) while on educational leave with or without pay;

(iv) termination pay for vacation and pre-retirement leave upon retirement;

(v) while employees are away from the job under Clause 13.3(b) and Clauses 13.5(a) to (f) of the Environmental, Technical and Operational Component Agreement, Clause 15.1 of the Administrative Services Component Agreement, and any similar clause under any of the other Component Agreements;

(vi) while employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that 50% of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, 50% of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld:

(i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;

(ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off

will be considered to commence on the first working day off the job, and will end the day before the employee's return to work;

(iii) where employees are on leave with pay for Union business;

(iv) where employees are in receipt of STIIP in excess of five consecutive days, on approved WCB leave with pay in excess of five consecutive days or on other approved leaves of absence with or without pay for periods in excess of five consecutive days.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this Section, then no per diem allowance is payable.

(6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.

(7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project

terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "mobile", "seasonal field", and "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one vehicle, and/or household effects.

1.3 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

1.4 Permanent Camp

Where a "stationary" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be \$230 per month or

proportion thereof for a partial month. Where lodging only is supplied, the rate will be \$70 per month or \$2.35 per day. Where board only is supplied, the rate will be \$156 per month, or \$5.20 per day, or \$1.75 per meal. This regulation, however, will not alter any existing arrangements whereby the employee bids on a posted competition with the proviso that free board and lodging would be supplied at the permanent headquarters.

Part II - Relocation Expenses

2.1 Policy

(a) Relocation expenses will apply:

(1) to regular employees and to auxiliary employees who qualify pursuant to Clause 31.2 who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location;

(2) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Treasury Board Order on Board and Lodging will apply to the following groups of employees who will not be considered to be on relocation:

(1) to field status, mobile and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another;

(2) to field status, mobile and other employees who are successful applicants for posted positions, where

such positions are not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions;

(3) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

(a) Initial Trip to Seek New Accommodation

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with Treasury Board Order on Travel Expenses.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) Travelling Expenses Moving to New Location

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependents, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

Meals: Adults - full rate
Children 12 and under - one-half rate
Motel or Hotel - on production of receipts

Private lodging: at old or new location at current rate

(c) Where dependents of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependents' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for their dependents' meals at the new location for a period of up to seven days.

The above allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

2.3 Living Expenses Upon Relocation at New Location

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

(a) the Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of **\$20** per day up to a maximum of 30 days; or

(b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of **\$25** per day up to maximum of 60 days;

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

2.4 Moving of Household Effects and Chattels

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

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$50,000;
- (c) where necessary, insured storage up to two months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) **\$450** for a move not exceeding a distance of 240 kilometers;
 - (2) **\$750** for a move which exceeds a distance of 240 kilometers;
 - (3) **\$200** where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

- (a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the Employer in either of the following circumstances:

- (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available; or
 - (2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.
- (b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:
- (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
 - (i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or
 - (ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$4,000;
 - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$50,000;
 - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of \$500 upon production of receipts;
 - (4) the packing and unpacking of the employee's household effects and chattels if required.
- (c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile

home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of \$2,000 upon production of receipts.

(d) Where the employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.10.

2.6 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one personal vehicle and one trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

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

2.7 Incidental Expenses on Relocation

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

- (a) when an employee purchases a private dwelling house in the new location - **\$550**;
- (b) when the employee is moving to rental accommodation in the new location - **\$250**;
- (c) when an employee is moving with a mobile home - **\$175**;

- (d) when the employee is moving to room and board - **\$125**.

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

2.8 Notice to Employee Upon Relocation

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

2.9 Requested Relocation by Employee

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

2.10 Real Estate and Legal Fees

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

- (a) Reimbursement of fees to a maximum of **\$7,500 (effective April 1, 2001)**, charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.

(b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim \$1,000.

(c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:

- 1% of the first \$40,000 of the purchase price;
- one-half of 1% of any amount of the purchase price above \$40,000;
- the total cost to the Employer under part (c) shall not exceed \$900.

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

(e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

Part III

Where a regular employee is required to relocate:

(a) as a result of the Employer moving its operation from one geographic location to another (see Master Agreement Clause 12.8);

(b) as a result of accepting a placement pursuant to Article 13, provided the employee is in receipt of layoff notice;

(c) as a result of a placement pursuant to Article 36;

the employee will be entitled to the following reimbursements in addition to the provisions of MOU #2 Part II, upon production of receipts:

- (a) real estate commission fees not to exceed \$15,000. Where a claim is made under this section, there shall be no entitlement to MOU #2 Part II, 2.10(a);
- (b) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed **\$100** and mortgage pre-payment penalty, if any;
- (c) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;
- (d) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which they resided immediately prior to relocation is not sold.

MEMORANDUM OF UNDERSTANDING #3 EFFECTIVE USE OF HUMAN RESOURCES

In order to achieve the most effective use of human resources and to ensure that a well trained professional public service is retained, employee development and opportunities for advancement form an integral part of human resources management within the public service.

In this regard, a joint committee consisting of two representatives from each Party will be established to advise on, identify and make recommendations concerning:

- (a) positions that normally form career paths for existing employees;

- (b) positions which lend themselves to on the job training, internship and employee development opportunities;
- (c) positions which are normally entry level positions into the public service;
- (d) approaches to enhance greater commitment, coordination and standards for training and employee development programs within government.

**MEMORANDUM OF UNDERSTANDING #4
TELEWORK**

(a) The Parties agree to establish a Joint Committee comprised of three representatives of the Employer and three representatives of the 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 months of signing this Agreement;
- (2) guidelines and training materials regarding implementation of Telework projects for use by managers 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 Employer have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the Employer.

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

(2) A telework arrangement may be terminated by either the employee or the Employer providing 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 Employer will not become one because they are doing work for the Employer from an off-site location.

(e) No employee shall telework more than three 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 excluded manager prior to telework commencing. A copy of this agreement will be provided to the Union.

(g) The Employer is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the telework agreement. Such equipment and supplies shall remain the property of the Employer and must be returned if

the employee terminates their employment relationship or if the telework arrangement is terminated.

(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 Union and Employer designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;
- (3) ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work;
- (4) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;
- (5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

MEMORANDUM OF UNDERSTANDING #5 UNION/MANAGEMENT JOINT TRAINING

In keeping with the intent of building constructive Union-Management relations the Parties agree to jointly develop a one-day training program to be delivered to both steward and manager Step 2 designates. The program will be developed by staff of the Union and the Employer during the term of this agreement, to be completed December 31, 1996 and will commence implementation January 1997.

The purpose of this training program is to develop an:

- appreciation of the other Party's rights, roles and responsibilities in the workplace;
- understanding and application of the principles of problem solving;
- understanding and applying the basic principles of labour relations;
- understanding and applying basic elements of effective communication.

The training shall be carried out jointly, at the local level, by teams of qualified Union and Employer representatives. Instructors shall receive appropriate training as agreed to by the Parties.

Once the number of instructors has been established by the Parties, union instructors shall be selected by the Union.

Union and Management instructors who are members of the bargaining unit attending or delivering the training, including necessary travel time, will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

Stewards who attend training will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Union.

**MEMORANDUM OF UNDERSTANDING #6
PROTOCOL FOR JOINT UNION MANAGEMENT
TRAINING INITIATIVES**

The Parties share a common interest in developing mechanisms to further facilitate the joint training initiatives specified in

Articles 1 and 22. To progress in this area the Parties will establish a Joint Union/Management Training Steering Committee.

The purpose of the committee is to provide support for joint training initiatives and advice on program content, delivery mechanisms and implementation as appropriate. The committee will be comprised of three members appointed by the Union and three members appointed by the Employer and will be co-chaired.

The role of the committee in joint training initiatives is as follows:

- to support and assist in carrying out training needs identification as required;
- to provide input and advice on specific training proposals and initiatives;
- to review current and planned joint training initiatives and provide advice on implementation issues;
- to promote and support joint training initiatives;
- to review program evaluations and make recommendations on changes to the joint programs;
- to participate in training programs, as appropriate;
- with specific regard to Article 29, the committee will develop a training program for members of Ministry Joint Committees dealing with the role of such committees, conflict resolution, consensus building, joint problem solving, agenda development, minute recording and other issues mutually agreed to by the committee.

The committee will meet within 60 days of the signing of this agreement and thereafter as required.

**MEMORANDUM OF UNDERSTANDING #7
JWASC TRAINING FUND**

The Joint Workforce Adjustment Steering Committee (JWASC) in MA 13.2 is identified as a proper vehicle to identify employee skills, training options and training sources and to determine advisability of providing training to assist in placements.

JWASC may facilitate the purposeful training which leads to a surplus employee's appointment pursuant to the *Public Service Act*, and whose placement would not otherwise be concluded. A training fund will be established for the term of the Thirteenth Master Agreement in the initial amount of \$1,000,000. The \$1,000,000 fund will be replenished to the \$1,000,000 level on April 1 of each calendar year during the term of the Agreement.

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

This training fund may be accessed by the Joint Committee of MA 36.3 for the training purposes identified in Article 36, or for the purposes as outlined above.

**MEMORANDUM OF UNDERSTANDING #8
PRIORITY PLACEMENT AND
EMPLOYMENT EQUITY**

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

The Parties will cooperate in the identification and removal of barriers which restrict or inhibit people from being employed, advanced or trained in the public service.

Some examples of typical barriers are:

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

In order to meet the above objectives and those in Section 2 of the *Public Service Act* and to redress existing employment imbalances and disadvantages ministries may use remedial measures such as:

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

- outreach recruitment (including outreach to other ministries) encouraging members of designated groups to apply for jobs in the public service, providing them with information on employment opportunities, how to apply for positions, how to prepare for interviews, etc.

Where the application of remedial measures outlined above do not meet the objectives of the *Act*, the Commissioner of the Public Service Employee Relations Commission or their designate may, after consulting with the President of the B.C. Government and Service Employees' Union or their designate, in respect to a vacancy or class of vacancies in the public service bargaining unit, identify that applicants to a posting be:

- (a) limited to employees covered by Clauses 12.9, 13.2, 13.3, Article 36 and/or MOU #9;
- (b) limited to employees to encourage career development and advancement;
- (c) limited to employees of a stated occupational group, position level or organizational unit;
- (d) limited to employees in a stated geographical area or locale.

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

**MEMORANDUM OF UNDERSTANDING #9
RIVERVIEW DOWNSIZING**

It is recognized that the scaling down or phasing out the operations of Riverview may require the utilization of Article 36 by a significant number of employees. This unusual

circumstance may result in there not being sufficient placement opportunities available so that all employees may be placed.

(a) *Pre-placement*

Riverview shall form a local sub-committee of the Article 36 Joint Committee for the purpose of continuing cooperation and consultation at the local level in providing training and preparing employees for employment opportunities and fashioning reasonable local solutions to problems arising from the downsizing.

The Parties shall create effective communication mechanisms to assist employees in making choices during the placement processes and to make current accurate information available.

The local sub-committee shall work cooperatively:

- (1) to ensure training funds are equitably distributed and training opportunities are not unreasonably withheld;
- (2) to assist in the identification of placement opportunities for regular employees and to facilitate the placement of employees as the opportunities arise.

(b) *Placement*

As reductions in staffing in a classification are required, voluntary access to vacancy placement and/or displacement/bumping opportunities in accordance with Clause 36.2(c)(2)(i) and (ii) shall be offered to regular employees in that classification in order of service seniority.

If the required reductions have not been achieved, then regular employees shall be referred to Clause 36.2 in reverse order of service seniority.

(c) Regular employees with less than three years service seniority as a regular and who had been converted to regular status and hired into an organization covered by this Memorandum shall not have access to Article 36 provided:

(1) The regular was hired as an auxiliary to work in the organization scheduled for closure or downsizing; and

(2) The initial letter of appointment specified that they have been hired for the specific purpose of closure or downsizing and that they will be laid off at its conclusion.

However, the employee may choose to take the options available to employees as outlined in Clause 13.2.

(d) Any dispute regarding the interpretation, application, operation or alleged violation of this Memorandum shall be referred to the Joint Committee referred to in Clause 36.3 for resolution.

Should Oak Bay, through its transition to the new facility, require the utilization of the Memorandum or Article 36 for the purpose of placement of employees, then the facility will be included within this Memorandum.

MEMORANDUM OF UNDERSTANDING #10 ROLE OF THE REHABILITATION COMMITTEE

The Parties agree to establish a Joint Committee consisting of up to three representatives from each Party to revise the role of the Rehabilitation Committee to:

- (a)
- improve access to the rehabilitation process for employees incapacitated for their own occupation through illness or injury;
 - improve rehabilitation programs to return employees to their own or other occupations as soon as possible;
 - identify and address systemic causes of illness and injury and consequent STIP/LTD usage.

(b) Clearly establish responsibility for case management in ministries, with the Committee providing advice and recommendations as required. Such recommendations may include:

- improved placement options for those employees who are capable of performing alternative employment, in addition to the recommendations identified in Appendix 4, Part IV (d)(4).

Senior ministry representatives are to be designated as Employer representatives to the Committee for cases from their ministries.

(c) Ensure sharing of all information pertinent to a case with the Parties involved (union, employer, Government Employee Health Services, insurance carrier).

Develop confidentiality standards specific to the process and consistent with the current legislation to protect the privacy of information shared.

(d) Establish responsibilities for initiating an investigation of a worksite where there is a pattern of frequent or repetitive absence which significantly exceed the government average. Where health and safety measures may be indicated or where otherwise appropriate, the Committee may coordinate their investigation with the Provincial Joint Occupational Health and Safety Committee and make recommendations to the Parties depending on the findings.

(e) Review current forms used for STIIP and LTD and Rehabilitation in order to make them simpler and more effective and/or eliminate duplication.

(f) Develop provisions for expansion of the Joint Advisory Committee to include representation from the College of Physicians and Surgeons on matters which relate to the practice of occupational medicine as it relates to the effective administration of the STIIP and LTD plans.

**MEMORANDUM OF UNDERSTANDING #12
RE: ILLNESS AND INJURY PREVENTION**

The Parties share a desire to minimize health risks and improve absenteeism rates due to illness and injury and agree to jointly explore programs and processes to obtain that goal. Therefore the Joint Advisory Committee established pursuant to Appendix 4, Part III, shall:

(a) review and make recommendations to the Bargaining Principals regarding ministries and/or branches and regions within ministries where implementation of a program modelled on the *Employee Assistance and Health Promotion Program* (piloted by Region 2 of the Ministry of Social Development and Economic Security) or other similar programs, may be reasonably expected to have a positive impact on employee health and absenteeism rates; and

(b) review and make recommendations to the Bargaining Principals regarding establishment or modification of musculoskeletal injury prevention programs in areas where the incidence of such injury warrants further prevention activity.

(c) review and make recommendations to the Bargaining Principals on an earlier and consistently applied adjudication of benefits during the STIP period by the LTD benefit carrier under a mutually agreed plan.

The Joint Advisory Committee shall consult with the Provincial Joint Occupational Health and Safety Committee, the Rehabilitation Committee and/or Ministry Joint Committees, as appropriate.

**MEMORANDUM OF UNDERSTANDING #13
REGULAR PART-TIME EMPLOYEES**

The Parties acknowledge that as a general principle throughout government service regular part-time employees should have

access to continuous full-time employment prior to auxiliary employees.

In view of the above, the Parties agree to **renew** pilot project(s) where regular part-time employees will be given the opportunity to accept work beyond their regular part-time schedule at Oak Bay Lodge, the Lodge at Broadmead and other facilities or programs, by mutual agreement.

The Parties also agree to establish a Joint Committee to monitor the implementation and success of the pilot project(s), which shall utilize the following approach:

1. Regular part-time employees, with the agreement of the Employer, may specify that they wish to opt for temporary full-time work opportunities.
2. Such agreements identified in 1. above shall be in writing and be effective for a six-month period commencing **April 1, 2001**.
3. Where it is known for at least a week in advance that such temporary full-time work is available, the Employer will pre-schedule regular part-time employees on the basis of service seniority, prior to auxiliary employees, provided:
 - (a) Opportunities for additional work assignments must be for at least a full block within a cycle (e.g. Five shifts on a 5:2 pattern; four shifts on a 4:3 pattern);
 - (b) The maximum bi-weekly hours shall not exceed the regular full-time hours of a full-time employee in the same work unit;
 - (c) There shall be no increased cost to the Employer, including but not limited to premiums or penalties attributed to going on or coming off the temporary full-time work schedule;
 - (d) Work assigned/offered must be within the same classification and work unit in which the regular part-

time employee usually works as a regular part-time employee;

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

(f) Lost work opportunities resulting from part-time regular employees accepting a full-time work opportunity or reverting to their part-time position following completion of the full-time assignment shall not be the Employer's responsibility.

(g) Employees working a full time schedule for any period in excess of two calendar weeks and who are subsequently unable to report for work due to illness or injury during the period of scheduled full-time work, and are entitled to benefits pursuant to Appendix 4, will have their STIIP benefit calculated on the basis of the full time work. This calculation based upon full-time work will continue for the duration of the scheduled full-time employment and thereafter revert to a benefit based upon the employee's part-time appointment.

The Committee will report and make recommendations to the Master Bargaining principals as to the progress of the pilot projects.

LETTER OF UNDERSTANDING #1
RE: APPENDIX 4, SECTION 2.8(a)

In the event that the maximum retirement provisions of the **Public Service Pension Plan Rules** are declared inoperative or are otherwise struck down by a Court of competent jurisdiction, Appendix 4, Section 2.8(a) will read:

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

LETTER OF UNDERSTANDING #2
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

**A. Supplemental Unemployment Benefit Plan -
Maternity Leave**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to BCGEU Master Agreement Clause 21.1.
2. The maximum number of weeks for which SUB Plan benefits are payable is **15** weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from **Human Resources Development Canada** to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the **Human Resources Development Canada** of any changes in the plan within 30 days of the effective date of the change.

6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

B. Supplemental Unemployment Benefit Plan - Parental Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to BCGEU Master Agreement Clause **21.2**.

2. The maximum number of weeks for which SUB Plan benefits are payable is **35** weeks.

3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from **Human Resources Development Canada** to the date of expiration of this Agreement.

4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.

5. The Employer will inform the **Human Resources Development Canada** of any changes in the plan within 30 days of the effective date of the change.

6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

LETTER OF AGREEMENT #1 ILLNESS AND INJURY PLAN REVIEW

Illness and Injury Plans

The Parties agree there is a need to review illness and injury programs in government. These programs cover all government employees whether included in a bargaining unit or excluded. In order to involve all Parties in studying this issue and making recommendations we propose a steering committee be struck to provide leadership in this area. The committee should have representation from all unions, excluded managers, ministries, PSERC and Government Employee Health Services.

The following phases or stages should be considered in developing a long term solution to the illness and injury issues.

Phase I: Preliminary Data Review

It is appropriate to take a quick look at government's claim and cost experience. In this phase, a review is made of the government's statistical claim data relating to the salary continuance program, to determine whether there are cost savings opportunities that warrant pursuit, and to identify STIIP/LTD trends.

Phase II: Review and Analysis of Current Process

The second phase provides a more in depth analysis of the available statistical claims data to determine:

- analysis of STIIP/LTD incidence in relation to both the documented and undocumented administration practices;
- claim types with potential for prevention and for rehabilitation initiatives.

It also involves a review of the policies and procedures, forms or other documents related to:

- STIIP/LTD case management;
- health promotion and disability prevention;
- STIIP/LTD claim cost management;

and review of current documents for clarity, consistency and compatibility with the government's environment, and expected results.

This process may involve interviewing designated personnel who have roles and responsibilities relating to STIIP/LTD management to determine practices currently in place that are not reflected in documented policies and procedures.

Phase III: Presentation of Findings

The third phase draws on the financial and claims analysis, and the review of processes and discussion, and results in development of a report setting findings and recommendations for improvement in leave recording systems, practices and procedures.

Examples of issues that may be covered in such a report include:

- STIIP/LTD reporting;
- short and long term disability plan documentation;
- submission of forms to and communication with appropriate agencies;
- short and long term disability follow-up practices;
- return to work procedures;
- medical intervention;
- supervisory roles and responsibilities at various levels;
- claims and cost monitoring; and

the review and analysis of past claims experience should determine priorities and assist in developing strategies that will be the most effective, and that reduce costs. It should also

identify critical issues relating to control of short and long term disability and the changes that are necessary to meet the government's objectives.

Phase IV: Redrafting of Process/Implementation and Training

Policies and procedures should reflect a fair, consistent and continuous process. The practices flowing from the revised policies and procedures should aid in maintaining Union and employee interest as well as managerial commitment to STIP/LTD disability management over the long term.

LETTER OF AGREEMENT #2

RE: EARLY RETIREMENT INCENTIVE PROGRAM

1. The Parties agree that employees whose work has been privatized pursuant to Master Agreement Article 36 shall be eligible for an Early Retirement Incentive Program (ERIP).

2. The Government and PSERC will take the necessary steps including the approval of the Public Service Pension Board to implement an Early Retirement Incentive Program as follows:

(a) A Voluntary Election of Pension Under the Rule of 80

The program is available to employees in section 1 appointed under the *Public Service Act* aged 55 years and older (50 for Corrections staff) or public service employees with enough banked time to go on pre-retirement leave and reach age 55 (50 for Corrections staff).

Eligible employees whose age and contributory service add up to 80 shall be entitled to an unreduced pension. Those employees eligible to retire whose combined age

and service add up to less than 80 will be subject to the normal reduction provisions.

(b) Salary Incentive Election

A public service employee who qualifies under (a) above and who is not offered a job with the private employer will receive a lump sum payment equivalent to 6 months basic salary if they resign their employment and proceed to retirement:

Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

Such lump sum payments may be rolled over to an RRSP, subject to the provisions of the *Income Tax Act*.

(c) Timing

This program will be available until March 31, 2004. Where privatization has occurred, employees will notify the employer of their intention to access the Early Retirement Incentive Program. The employer may establish reasonable timeframes for employees to exercise their option to retire and to implement their decision pursuant to this program.

3. The cost of the Early Retirement Incentive Program shall be borne by the employer and shall not be charged to the Public Service Pension Plan.

INDEX

Heading	Page	Article
Abandonment of Position	38	10.10
Abnormal Working Conditions	129	27.13
Accommodation, Board and Lodging	130	27.15
Active Trades Classifications – Chart 1	230	APP 3D
Adjudication	139	28.4
Administrative Provisions	27	8.10
Advance Payment of Group Life Benefits	265	INFO APP I
Agreement to Continue in Force	187	37.5
Air Travel Insurance	118	25.5
Amending Time Limits	30	8.16
Amending Time Limits	33	9.8
Annual Vacation Entitlement	79	18.1
Annual Vacations – Regular Employees	79	18
Annual Vacations – Auxiliary Employees	156	31.11
APP 4, Section 2.8(A)	309	LOU 1
Appeal Procedure	44	12.5
Application of Agreement	151	31.6
Approved Leave of Absence With Pay	81	18.5
Arbitration	30	9
Assignment of a Single Arbitrator	31	9.2
Authorization and Application of Overtime	71	16.2
Auxiliary Employees	142	31
Bargain (Notice to)	186	37.2
Bargaining Agent Recognition	15	2.2
Bargaining Unit Defined	13	2.1
Basic Medical Insurance	116	25.1

Heading	Page	Article
Benefits Continuation	96	21.8
Benefits Upon Layoff	98	21.12
Benefit Waiting Period	94	21.3
Benefit Waiting Period Allowance	94	21.4
Bereavement Leave	83	20.1
Biweekly Pay Conversion		
Schedule Isolation Allowance	264	APP 8
Board and Lodging and		
Relocation Expenses	277	MOU 2
Board and Lodging Regulations	279	MOU 2 Pt I
Board Procedure	32	9.4
*Bridging of Service	41	11.5
Bulletin Boards	17	2.7
Burden of Proof	34	10.1
Call Back From Vacation	82	18.7
Call-out Provisions	75	16.11
Canadian Armed Forces Leave	91	20.14
Cashier Policy	129	27.12
Chairperson of Committee	140	29.3
Change in Agreement	187	37.4
Changes to the Job Evaluation		
Plan and Benchmarks/		
Reference Jobs	136	28.2
Check-Off Of Union Dues	20	4
Child Care Expenses	134	27.24
Child Care Facility	159	32.1
Christmas or New Year's Day Off	78	17.6
Classification and Reclassification	135	28
Classification Appeal Procedure	137	28.3
Classification Plan	135	28.1
Classification Titles and Grid		
Ranges	203	APP 3C
Classifications & Rates of Pay	191	APP 3
Commencement of Bargaining	187	37.3
Communicable Diseases	109	22.12

Heading	Page	Article
Commuting	160	32.2
Comprehensive Insurance	160	32.4
Confidential Disclosures	175	35.2
Conflict With Regulations	6	1.3
Contracting Out	116	24
Conversion of Hours	65	14.3
Cooperative Education Training Program	173	34.2
Copies of Agreements	163	32.8
Correspondence	15	2.3
Dangerous Goods, Special Wastes, Pesticides and Harmful Substances	109	22.10
Decision of Board	32	9.5
Deemed Resignation	97	21.9
Definition of Shifts and Shift Premiums	68	15.1
Definition – secondment	141	30.1
Definitions – general	1	
Definitions – overtime	70	16.1
Dental Plan	116	25.3
Designated Paid Holidays – Auxiliary	155	31.10
Designation of Spouse	120	25.11
Deviation from Grievance Procedure	28	8.12
Disagreement on Decision	32	9.6
Disclosure of Information	165	32.13
Discrimination and Sexual Harassment Complaint Procedures	11	1.9
Discrimination for Union Activity (No)	16	2.5
Dismissal	34	10.2

Heading	Page	Article
Dismissal and Suspension		
Grievance	35	10.4
Dismissal or Suspension		
Grievances	28	8.11
Dismissal, Suspension and		
Discipline	34	10
Donor Leave	92	20.15
Duration	186	37.1
Early Retirement Incentive		
Program	313	LOA 2
Educational Leave	87	20.8
Effective Date of Agreement	187	37.6
Effective Date of Settlements	30	8.15
Effective Dates	139	28.5
Effective Use of Human		
Resources	294	MOU 3
Elections	89	20.9
Electronic Monitoring	166	32.14
Eligibility Requirements for		
Benefits - Auxiliary	158	31.12
Emergency Service Leave	91	20.13
Emergency Services	24	7.6
Employee and Family Assistance		
Program	119	25.9
Employee Appraisal Forms	36	10.6
Employee Safety Travelling To		
and From Work	112	22.17
Employer and Union to Acquaint		
New Employees	21	5
Employer/Union Relations	22	7
Employer's Representative		
Designated to Handle		
Grievances at the 2nd Step	142	30.4
Employer's Rights	22	6
Employment Equity	169	33

Heading	Page	Article
Employment Insurance	118	25.6
Entitlements Upon Return to Work	97	21.10
Equal Pay	121	27.1
Establishment of Joint Committee	139	29.1
Exchange of Shifts	70	15.5
Excluded Classes	190	APP 2
Expedited Arbitration	33	9.9
Expenses of Arbitration Board	32	9.7
Extended Child Care Leave	92	20.17
Extended Health Care Plan	116	25.2
Failure to Act	27	8.8
Family Illness	85	20.3
Flexitime	67	14.8
Full-time Public Duties	85	20.4
Future Legislation	6	1.2
General Conditions	159	32
General Leave	89	20.10
Grievance Procedure	24	8
Group Life	117	25.4
Health and Welfare	116	25
Health and Welfare - auxiliary	152	31.7
Health and Welfare Plans	119	25.10
Holiday Coinciding With a Day of Vacation	78	17.5
Holiday Falling on a Day of Rest	77	17.3
Holiday Falling on a Scheduled Work Day	78	17.4
Holidays Falling on Saturday or Sunday	77	17.2
Hourly, Daily and Partial Month Calculations	132	27.22
Hours of Work	62	14
Human Rights Code	8	1.7

Heading	Page	Article
Illness and Injury Plan Review	311	LOA 1
Illness and Injury Prevention	306	MOU 12
Inactive Trades Classifications – Chart 2	233	APP 3D
Indemnity	160	32.5
Injury Pay Provision	106	22.7
In-Service Status for Applying for Regular Positions	144	31.2
Interview Expenses	45	12.6
Investigation of Accidents	102	22.5
Isolation Allowance	128	27.10
Job Sharing Policy Directive 6.1	266	INFO APP II -
Joint Advisory Committee (STIIP/LTD)	257	APP 4 Pt III
*Joint Committee (Layoff/Recall)	60	13.5
Joint Occupational Health and Safety Committees	99	22.3
Joint Workforce Adjustment Steering Committee (JWASC) (Phase 2)	51	13.2
JWASC Training Fund	300	MOU 7
Layoff and Recall (Auxiliary Employees)	146	31.5
Layoff and Recall (Regular Employees)	49	13
Leave for Court Appearances	86	20.5
Leave for Medical and Dental Care	90	20.11
Leave for Taking Courses	87	20.7
Leave for Writing Examinations	86	20.6
Leave of Absence with Pay (Approved)	81	18.5
Legislative Change (Notice of)	7	1.4
Legislative Changes	119	25.8

Heading	Page	Article
Limited Employment and Privatization	177	36
Locations Approved for Special Vacation Transportation Subsidy (Clause 27.23)	262	APP 6
Lodging Allowance	135	27.25
Long Term Disability Plan	246	APP 4 Part II
Loss of Seniority (Regular Employees)	40	11.3
Loss of Seniority (Auxiliary Employees)	146	31.4
Master/Component Agreement	7	1.5
Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment	98	21.11
Maternity Leave	93	21.1
Maternity Leave Allowance	94	21.5
Maternity, Parental and Pre-Adoption Leave	93	21
Maximum Leave Entitlement	91	20.12
Meal Allowances	127	27.9
Meal Periods	67	14.6
Medical Examination	118	25.7
Medical, Dental and Group Life Insurance - Auxiliary	155	31.9
Ministries, Boards and Agencies	189	APP 1
Ministry Joint Committee	139	29
Ministry Workforce Adjustment (Phase 1)	49	13.1
Misuse of Managerial/Supervisory Authority	166	32.15
No Discrimination for Union Activity	16	2.5
No Layoff to Compensate for Overtime	74	16.8

Heading	Page	Article
No Other Agreement	16	2.4
Notice of Legislative Change	7	1.4
Notice of Secondment	142	30.2
Notice of Work Schedules	69	15.3
Notice to Bargain	186	37.2
Notification – Arbitration	30	9.1
Notification – Unsuccessful Applicants	44	12.4
Occupational Health and Safety	99	22
Other Religious Observances	92	20.16
Overtime (Authorization and Application of)	71	16.2
Overtime Compensation	72	16.6
Overtime Entitlement	71	16.3
Overtime for Part-time Employees	74	16.10
Overtime Meal Allowance	73	16.7
Paid Holiday Pay	78	17.7
Paid Holidays	77	17
Paid Holidays (Designated)	155	31.10
Parental Leave	93	21.2
Parental Leave Allowance	95	21.6
Pay on Temporary Assignment	126	27.6
Paydays	121	27.2
Payment of Wages and Allowances	121	27
Payroll Deductions	162	32.6
Personal Property Damage	165	32.12
Personnel File	36	10.7
Points of Assembly and Work Start Times	67	14.7
Policy Grievance	29	8.13
Policy Meetings	24	7.5
Political Activity	162	32.7
Pollution Control	111	22.14

Heading	Page	Article
Postings	41	12.1
Preamble	6	1
Pre-Placement Adoption Leave	96	21.7
Priority Placement and Employment Equity	300	MOU 8
Private Vehicle Damage	164	32.11
Professional Fees (Qualified Registered)	135	27.26
Privatization	179	36.2
Protocol for Joint Union Management Training Initiatives	298	MOU 6
Provincial Joint Occupational Health and Safety Committee	99	22.2
Public Service Training Program	171	34.1
Purchase of Work Clothing	120	26.2
Purpose of Agreement	6	1.1
Qualified Registered Professional Fees	135	27.26
Radio Contact or Employee Check	109	22.11
Rate of Pay on Reclassification or Promotion	125	27.5
Rates of Pay	122	27.3
Rates of Pay for Apprentices	235	APP 3E
Recognition and Rights of Stewards	16	2.6
Recording of Overtime	72	16.4
Re-employment	40	11.4
Referral of Disputes – Privatization	185	36.3
Regular Part-Time Employees	306	MOU 13
Rehabilitation	258	APP 4 Pt IV
Rehabilitation Committee	47	12.9
Rejection During Probation	37	10.9

Heading	Page	Article
Religious Observances (Other)	92	20.16
Relocation at Time of Retirement	130	27.17
Relocation Expenses	130	27.16
Relocation Expenses	286	MOU 2 Pt II
Relocations	46	12.8
Replacement Provisions	121	26.3
Responsibilities of Committee	140	29.4
Rest Interval After Overtime	76	16.12
Rest Periods	66	14.4
Retirement Allowance and Pre-Retirement Leave	131	27.18
Right to Grieve Other Disciplinary Action	35	10.5
Right to Have Steward Present	37	10.8
Right to Refuse Overtime	74	16.9
Right to Refuse to Cross Picket Lines	17	2.9
Riverview Downsizing	302	MOU 9
Role of the Rehabilitation Committee	304	MOU 10
Safeguarding Vulnerable People	175	35
Salary Grid	193	APP 3A&3B
Salary Protection and Downward Reclassification of Position	126	27.7
Salary Rate on Demotion	132	27.21
Salary Rate Upon Employment	132	27.19
Secondment	141	30
Secondment (Notice of)	142	30.2
Selection Panels	48	12.10
Selection Procedures	43	12.3
Seniority (Auxiliary Employees)	144	31.3
Seniority (Regular Employees)	38	11
Seniority Blocks	263	APP 7
Seniority Defined	38	11.1
Seniority List	39	11.2

Heading	Page	Article
Service Career Policy	41	12
Sexual Harassment	9	1.8
Sharing of Overtime	72	16.5
Shifts and Shift Premiums (Definition of)	68	15.1
Shift Premium Entitlement	68	15.2
Shift Work	68	15
Shifts and Shift Premiums	68	15.1
Short and Long Term Disability	239	APP 4
Short Changeover Premium	70	15.4
Short Term Illness and Injury Plan	243	APP 4 Part I
Shortfall of Annual Working Hours	70	15.6
Short-Term Illness & Injury and Long-Term Disability	83	19
Singular and Plural	8	1.6
Skin Protection From Ultra Violet Radiation	112	22.16
Special and Other Leave	83	20
Special Employment Program Rates	236	APP 3F
Special Employment Programs	171	34
Special Leave	84	20.2
Special Vacation Transportation Subsidy for Severely Isolated Locations	134	27.23
Stand-by Provisions	66	14.5
Statutory Compliance	99	22.1
Stewards At Step 2 of the Grievance Procedure	276	MOU 1
Strain Injury Prevention	113	22.18
Substitution Pay	123	27.4
Supplemental Unemployment Benefit Plan	309	LOU 2
Suspension	35	10.3
Technical Information	24	7.4
Technical Objections to Grievances	29	8.14

Heading	Page	Article
Technological Change	114	23
Telephone Allowance	132	27.20
Telework	295	MOU 4
Term of Agreement	186	37
Three-Person Arbitration Board	31	9.3
Time Limit to Reply at Step 2	26	8.5
Time Limit to Reply at Step 3	27	8.7
Time Limits to Present Initial Grievance	25	8.3
Time Limits to Submit to Arbitration	27	8.9
Time Off for Union Business	18	2.10
Tools and Allowances	160	32.3
Training Program for Occupational Health and Safety Committee Members	111	22.15
Transfer of Employees Out of the Public Service Bargaining Unit	164	32.10
Transfers Without Posting	46	12.7
Transportation for Employees	129	27.11
Transportation of Accident Victims	106	22.8
Travel Advance	164	32.9
Union and Employer Representation	22	7.1
Union Bargaining Committees	23	7.2
Union Insignia	17	2.8
Union Meetings	19	2.11
Union Observer	43	12.2
Union Recognition and Rights	13	2
Union Representatives	23	7.3
Union Security	20	3
Union/Management Joint Training	297	MOU 5
Unsafe Work Conditions	102	22.4
Upgrading Qualifications	129	27.14

Heading	Page	Article
Vacation Carry-over	82	18.6
Vacation Credits Upon Death	83	18.9
Vacation Earnings for Partial Years	80	18.2
Vacation Entitlement (Annual)	79	18.1
Vacation Leave on Retirement	83	18.8
Vacation Pay	81	18.4
Vacation Scheduling	80	18.3
Vacations (Annual) – Regular Employees	79	18
Vacations (Annual) – Auxiliary Employees	156	31.11
Vehicle Allowances	127	27.8
Video Display Terminals	106	22.9
Weekly Indemnity	152	31.8
Work Clothing	120	26
Work Clothing (Purchase of)	120	26.2
Work Schedules	62	14.2
Work Schedules (Notice of)	69	15.3
Workplace Violence	110	22.13
Youth Employment Program	174	34.3

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