

**2004-2005
COLLECTIVE
AGREEMENT**

BETWEEN THE

**BRITISH COLUMBIA
ASSESSMENT AUTHORITY**

AND THE



**CANADIAN UNION OF
PUBLIC EMPLOYEES**

LOCAL 1767

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THIS AGREEMENT made this 16th day of JANUARY, A.D. 2004,

BETWEEN:-

BRITISH COLUMBIA ASSESSMENT AUTHORITY
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:-

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767
(hereinafter called the "Union")

PARTY OF THE SECOND PART

1. PREAMBLE

1.01 Purpose of Agreement

It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union,
- (b) To recognize the mutual value of joint discussions and negotiations on a continuing basis by committee in matters pertaining to working conditions, employment, services, etc,
- (c) To encourage efficiency in operations,
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 Collective Agreement

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

1.03 Corporate Humanism

This Contract has been developed under a mutually agreed upon concept of Corporate Humanism in recognition of the fact that "the need for control over ones working life is a deep and enduring trait in all human beings".

2. MANAGEMENT RIGHTS

2.01 Management Rights

The Union acknowledges that the managing and directing of employees in the bargaining unit is the responsibility of the Employer. It is understood however, that in exercising this responsibility the Employer shall not violate any terms of this Agreement.

3. RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1767 as the sole and exclusive collective bargaining agent for all of its employees save and except as listed, and hereby agrees to negotiate with the Union concerning all matters affecting the relation- ship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

Chief Executive Officer and Assessment Commissioner
Executive Director Corporate Services
Executive Director, Community Relations & Marketing
Manager, Human Resources
Manager of Finance
Director of Communications
Manager - Legal & Legislative Affairs
Director of Computer Services
Manager of Marketing
Executive Director Assessment
Executive Director Assessment
Executive Director Assessment
Manager, Cost Section
Manager, Farm, Forest and Cost
Manager, Valuation Policy
Manager Standards
Human Resources Advisors
Operations Manager
Development Manager
Audit Accountant

Employee Relations Advisor
Legal & Legislative Analyst
Secretaries to:
Chief Executive Officer & Assessment Commissioner
Executive Director Corporate Services
Manager, Human Resources
Manager of Finance
Manager - Legal & Legislative Affairs
Executive Directors Assessment
Human Resources Division
Office Supervisors III and IV in Area Offices
Accountant
Assessors/Deputies
Senior Supervisory Appraiser
Facilities Co-ordinator
Executive Assistants
Executive Assistant to CEO/Assessment Commissioner
Information Officer

3.02 No Other Agreements

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this collective agreement.

3.03 Union Activity

The parties agree that there shall be no discrimination or coercion exercised or practised with respect to any employee for reason of membership or legitimate activity in the Union.

4. STRIKES AND LOCKOUTS DURING AGREEMENT

It is agreed that there shall be no strikes or lockouts during the term of this agreement.

5. UNION SECURITY

5.01 Employees to be Members

Subject to Article 3.01, all present members shall, as a condition of continued employment, remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of

employment. All present employees occupying positions within the jurisdiction of Local 1767 who are not members as of January 1st, 1977 shall be deducted dues and assessments in amounts determined by the Annual General Meeting of Local 1767 but shall not be required to join and become members of the Union. Expulsion shall not constitute cause for loss of employment.

6. CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees or assessments levied, in accordance with the Union Constitution and Bylaws.

6.02 Deductions

Deductions shall be made from each payroll cheque and a cheque for each four (4) week period be forwarded to the Secretary-Treasurer of the Union within ten (10) working days of the second deduction, accompanied by a list of the names and classifications of each employee. Amendments to the address list shall be supplied quarterly.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

7. & 8. Not Applicable.

9. EMPLOYEE-EMPLOYER RELATIONS

9.01 Joint Consultation

The Authority and its employees acknowledges the mutual benefit to be derived from joint consultation and its value in maintaining and improving service to the public and agree therefore to consult and act on matters of common interest, as appropriate, when requested by either party.

9.02 Terms of Reference and Composition of Joint Committees

- (a) The parties agree to establish joint committees as and when required to continue effective relationships and co-operation.
- (b) Terms of reference and composition to be decided by the parties at the time of formation.

- (c) It is agreed by the parties that the joint committees shall not have jurisdiction over wages or grievances, or the power to bind either the Union or the Authority to any decisions or conclusions reached in their decisions.
- (d) It is agreed that employees shall not suffer any loss of pay for time spent on these committees. It is further agreed that the Union shall pay all other expenses incurred by its representatives.

10. & 11. Not Applicable.

12. GRIEVANCE PROCEDURE

12.01 Recognition of Area Representatives and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Grievance Committee and the Area Representatives. The Area Representatives shall assist any employee which the Area Representative represents in preparing and presenting the employee's grievance in accordance with the grievance procedure.

12.02 Location and Name of Area Representative

The area of responsibility of each Area Representative shall be that of an assessment area. The Union shall advise the Employer in writing of the name of the Area Representative.

12.03 Guidelines

The parties agree that grievances can frequently be resolved by discussion between the employee and the employee's immediate supervisor and therefore in the hope that disputes can be resolved amicably, every employee in the bargaining unit is encouraged to seek to settle informally, with their immediate supervisor, any dispute which may arise.

12.04 Settling of Disputes

- (a) Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort should be made to settle the dispute in the following manner. All grievances and replies shall be in writing.

Step 1 When a dispute is brought to the attention of the Union Area Representative by an employee, the Union Area Representative shall within fourteen (14) working days of the occurrence of the grievance, attempt to resolve the grievance with the appropriate supervisor within three (3) working days. Failing settlement, then:

Step 2 The appropriate Union's Regional Director and the appropriate Employer's Executive Director or Department Head shall attempt to resolve the dispute within ten (10) working days of the completion of Step 1. Failing settlement, then:

Step 3 The Chief Grievance Officer of the Union shall attempt to resolve the dispute with the Assessment Commissioner or his or her representative within ten (10) working days of the completion of Step 2.

Step 4 Failing settlement, the grievance may, within fourteen (14) working days of Step 3, be referred to a three (3) person Board of Arbitration for final settlement.

- (b) The time limits set forth in Steps 1 to 4 above may be extended with the mutual consent of both parties where it may be deemed advisable.
- (c) The Union shall retain the right to involve the CUPE Field Representative or any resource person at any or all steps in the grievance procedure.
- (d) The Employer shall retain the right to involve resource persons at any or all steps in the grievance procedure.
- (e) Should the substances of the grievance refer either to discharge or suspension of an employee, Step 1 of the grievance procedure shall be eliminated.
- (f) In the event that, after having initiated a grievance through the grievance procedure, an employee takes settlement action through any other channel, then the Union agrees that the grievance shall be considered to have been abandoned.

12.05 Policy Grievance

- (a) An employee or any group of employees of Local Union 1767 shall have full rights to grieve and the issue shall be resolved by procedures consistent with those set forth above, including time limits, as they apply.
- (b) In pursuit of resolution for problems arising under the terms of this Agreement, it is agreed and understood that these problems and all grievances may be discussed and processed between the appropriate parties involved during working hours. This shall include the use of telephones where necessary and the costs shall be borne by the Employer for calls between the parties to this Agreement.
- (c) Where a dispute involving a question of general application or interpretation occurs and cannot be settled through the mutual agreement of both parties, the Union or the Employer may initially present the grievance at Step 2 of Article 12.04(a) above, subject to the stipulated time limits.

13. ARBITRATION

13.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) work days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial Chairperson.

13.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) work days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

13.03 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. It shall hear and determine

the difference or allegation and render a decision within ten (10) work days from the time the Chairperson is appointed.

13.04 Decisions of the 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 Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of the provisions. HOWEVER, the Board shall have the power to dispose of grievance by any arrangement, which it deems just and equitable.

13.05 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 Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) work days.

13.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints,
- (b) One-half (1/2) of the fees and expenses of the Chairperson.

13.07 Amending of Time Limits

The time limits fixed in the arbitration procedure may be extended by consent of the parties.

13.08 Witnesses

- (a) At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.
- (b) The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances, arbitration, excepting accident matters, that could be detrimental to employees or to the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any

working conditions which may be relevant to the settlement of the grievance.

14. DISCIPLINE

14.01 The Employer may terminate a probationary employee for unsuitability where the employee's performance has been measured against reasonable standards and the assessment was carried out fairly and objectively. Each probationary employee shall be informed upon hiring of these provisions.

14.02 Whenever an interview is to be held with an employee with respect to dismissal or suspension, for a written reprimand, or for a verbal reprimand that becomes part of his or her personnel record, the employee may, at his or her option, request the attendance of his or her Area Representative or his or her alternative Area Representative, or if either are not immediately available, a co-worker of the employee's choice. However, if immediate disciplinary action is required, the Employer will not be prevented from doing so, if none of the above are available.

14.03 At the request of an employee, records of verbal or written reprimands shall be removed from the employee's file after 24 months of the date of reprimand provided the employee has been actively employed for the majority of the two year period and provided no other discipline has occurred over the 24 months.

14.04 An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. HOWEVER, where an employee is unable to report for duty, pay for time so lost may be forfeited.

15. SENIORITY

15.01 Seniority Defined (Type of Seniority Unit)

(a) Seniority Defined

Seniority is defined as in Sections (b) and (c) and shall apply on a bargaining-unit-wide basis.

(b) Designated Employees

Total time in the employ of the Employer from whom the employee was designated plus all time with previous employers, PROVIDED that such time was uninterrupted public service in an assessment

related work circumstance in the employ of a British Columbia municipality or in the employ of the Crown in the right of the Province of British Columbia.

(c) Other Employees Except Temporary

All uninterrupted time in the employ of the Assessment Authority.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commences. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. In addition, an updated seniority list will be sent to the union office July of each year.

15.03 Probation for Newly Hired Employees

- (a) During the probationary period, the employee shall be entitled to all rights of this Agreement and benefits as described in the Table in Article 15.05.
- (b) After completion of the probationary period, seniority shall be effective from the original date of employment.
- (c) HOWEVER, all rights, benefits and privileges in accordance with Article 15.05 below under this Agreement shall accrue to employees upon completion of thirty (30) days employment status without restricting the Authority's responsibility to terminate employment of an employee during the probationary period if required.

15.04 Probationary Periods

- (a) Probationary periods will be observed for the following classifications:
 - Appraisers - One (1) year of employment status
 - System Analysts - One (1) year of employment status
 - Programmer Analysts - One (1) year of employment status
 - Foresters - One (1) year of employment status
 - Co-ordinator of Cost Research - One (1) year of employment status

- Others

- Six (6) months of employment status

- (b) Employees who are normally required to serve a probationary period of one (1) year shall be considered to have completed their probationary period if they are assigned a higher category level in their class series.
- (c) Probationary periods may be extended by mutual agreement.

15.05 Continuation of Benefits

In all cases where contracts exist between the Authority and a benefits carrier (insurance companies, etc.) and the term or conditions of those contracts conflict with any clause or terms of this Agreement, the contract terms with the benefits carrier shall have precedence.

BENEFITS AVAILABLE TO AUTHORITY EMPLOYEES

	Waiting Period	Layoff	Sick Leave	Maternity Leave	Leave Without Pay
Medical	1 month	6 months	2 years	6 months	--
Dental & Extended Health	6 months	30 days	2 years	6 months	--
Group Life	1 month	6 months	Age 65	6 months	--
Pension	Immed.	--	60 working days note (b)	--	--
L.T.D.	6 months	note (a)	n/a	note (a)	--
Holiday Accumulation	Immed.	--	60 working days	--	--
Sick Leave	Immed.	--	n/a	--	--

NOTE (a): If an employee is on long term disability (L.T.D.) prior to layoff or leave the benefits will continue under the terms and conditions of the benefits carrier.

NOTE (b): Superannuation credits without contributions for duration of L.T.D.

NOTE (c): Temporary employees with less than six (6) continuous months of service shall be eligible for medical plan coverage only.

Temporary employees with four (4) months or more of continuous service shall, in addition, be eligible for paid sick leave as provided for in Article 23.02, Sections (a), (b) and (d). Temporary employees with nine (9) months or more of continuous service shall be entitled to all benefits provided for in this Agreement.

NOTE (d): The waiting period under Dental & Extended Health shall mean the first of the month immediately following six (6) months of employment for permanent employees and nine (9) months of continuous employment for temporary employees.

15.06 Definition

(a) Employee

An employee is a person who is normally appointed through open competition. This is to include those employees who were designated at the time of the formation of the Assessment Authority.

(b) Less Than Full-Time

For purposes of promotional opportunities, employees who work less than full-time shall acquire seniority on the basis of one thousand, eight hundred twenty-seven (1,827) hours equals one (1) year.

(c) Temporary Employees

1. Temporary employees are normally hired for special work projects or unusual or peak work loads or other special circumstances, or summer relief.
2. Temporary employees shall not restrict the hiring of regular employees to vacant established permanent positions.
3. The Employer will advise the Union of all temporary employees hired and the reason for hiring. The Employer will inform the Union of all vacant permanent positions that have been filled by temporary employees for a period of greater than one (1) year.
4. The Employer agrees to limit the number of temporary employees in order to continue to qualify for the reduced UIC premium rate.

5. Where temporary employees are retained without a break in service in the same category and with similar responsibilities, the time acquired as a temporary employee shall be counted in the probationary period and for purposes of granting first increments pursuant to Article 25.03, Clause (a), Section 1, Sub-section (I) or Section 2, Sub-section (I).
6. Once such an employee becomes permanent then all previous uninterrupted time shall count towards the employee's seniority.
7. When a temporary employee is appointed to a full-time position while employed as a temporary employee, the employee's seniority shall be established in accordance with Article 15.01 (c).
8. Temporary employees hired to fill a position where the full-time employee is on L.T.D. or maternity leave, where possible, shall be appointed for the approximate known length of time and the Union shall be so advised.

16. PROMOTIONS AND INTERNAL STAFF CHANGES

16.01 Definition of Promotion

- (a) For the purpose of this Agreement, a promotion is deemed to occur when an employee advances to any position beyond the working level to a position with a higher pay scale through open competition. The working level for the Appraiser class series is the Appraiser II level and for the Assessment Clerk series is the Assessment Clerk II level.
- (b) The working level class series are as follows:
 1. Appraiser II or lesser for appraisal.
 2. Assessment Clerk II or lesser for Assessment Clerks.

16.02 Job Postings

- (a) All permanent job vacancies within the bargaining unit shall be posted prior to filling. In addition, job vacancies occurring outside the bargaining unit shall be posted prior to filling to enable interested bargaining unit employees to apply. Whenever a job is posted, the Union shall be provided with copies of the posting and copies shall be posted in the Employer's offices and all bulletin boards for a minimum of fourteen (14) calendar days prior to the closing date.

- (b) When a position at the working level is to be filled, it shall be posted at the working level with the proviso that a lesser qualified applicant may be considered at the trainee or one (1) level.
- (c) The working level class series are as follows:
 - 1. Appraiser II or lesser for appraisal.
 - 2. Assessment Clerk II or lesser for Assessment Clerks.
- (d) It is recognized that an employee shall not be eligible to apply for a lateral transfer on any position unless the employee has been employed at one office location for a minimum period of two (2) years in the class series pertaining to the employee's application.

16.03 Information in Postings

Such notices shall contain the location, the closing date and the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

16.04 Role of Seniority in Promotions or Transfers

(a) Principles of Seniority

- 1. The principle of promotion within the service of the Employer.
- 2. The principle that job opportunity may increase in proportion to length of service.
- 3. THEREFORE, in matters of promotion, seniority must be considered along with knowledge, efficiency, capability, initiative, working history and general ability to perform the duties of the position. When two or more candidates are determined to be relatively equal through the selection process, seniority will be the deciding factor.

(b) Acting Pay

Where it is determined through open competition by the Employer that an employee be promoted despite the fact that the employee is not qualified to fill the position permanently, the employee shall be regarded as "acting" as defined in Article 16.06 and payment shall be in accordance with Article 25.04.

(c) Substitution Pay

An employee who is temporarily assigned to replace a regular employee for a minimum of three (3) consecutive work days shall be paid substitution pay in accordance with Article 25.04 from the first day of the assignment.

(d) Short Duration Acting Positions

The Employer may institute short duration acting positions for specific time periods without recourse to Article 16.02 and payment shall be in accordance with Article 25.04. Such positions shall have a time limit of three (3) months or longer as may be mutually agreed to by the parties to this Agreement. The Union shall be notified of all such positions.

16.05 Trial Period

The successful applicant shall be notified wherever practical within one (1) week following the end of the posting period. The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the new position proves to be unsatisfactory to the employee during the trial period, the employee shall be returned to the employee's former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her or his former position, wage or salary rate, without loss of seniority.

16.06 Promotions Requiring Higher Qualifications

When there are no applicants who possess the required qualifications, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such appointment shall be on an acting basis. Where the acting appointment is made, the employee shall be given an exact time in which to qualify. Providing the employee becomes qualified within the specified time, then permanent status shall be received from the date of qualification. If the employee does not qualify by the specified time, the position shall be re-advertised and when a qualified applicant is assigned, the employee who was on acting status shall be reassigned, without loss of seniority or former classification at the appropriate increment step. The Union shall be notified of such acting positions.

16.07 Notification to Employee and Union

- (a) The Human Resources Department shall notify each unsuccessful internal applicant and the Union Office of the name of the successful applicant who has been recommended for a vacant position in order to allow for any appeals pursuant to the grievance procedure. The notification shall be by letter and will be carried out as soon as possible after the recommendation has been received by the Human Resources Department. If there is to be an abnormal delay in this notification the candidates will be advised. The time limits of the grievance procedure shall be strictly enforced.
- (b) Subject to Section (a) above, if applicable, the Human Resources Department may defer confirming the appointment. If there is to be an abnormal delay in the confirmation, the candidate and the union office will be advised. HOWEVER, when the appointment is made the name of the successful applicant shall be posted on the appropriate bulletin boards for information purposes only.
- (c) The Union shall be notified monthly of all appointments, hirings, layoffs, transfers, recalls and terminations of employment. All internal appointments shall be bulletined in each office monthly.

16.08 Handicapped Worker Provision

An employee unable through injury or illness to perform the employee's normal duties shall be provided with alternate suitable employment.

16.09 Older Worker Provision

An employee who, through advancing years, is unable to perform the employee's normal duties, shall be provided with alternate suitable employment.

16.10 Training

To ensure a constantly developing programme of upgrading qualifications within the Authority, the following development assistance shall apply:

- (a) After one (1) year service, leaves of absence without pay for up to four (4) months may be granted to employees who wish to take job related courses. Application for such leave shall be submitted in writing at least sixty (60) days in advance. Upon successful completion of the course and upon presentation of the necessary receipts, the employee shall be reimbursed for the cost of tuition and required texts.

- (b) Where an employee has been selected by the Employer to attend a specific course, the Employer shall pay all expenses including normal salary.
- (c) Employees who wish to take and claim reimbursement for job related courses which do not require time off from work must apply for approval in advance. Upon successful completion of the course and upon presentation of the necessary receipts, the employee shall be reimbursed for the cost of tuition and required texts.
- (d) Leave of absence of up to one (1) day without loss of pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Leave of absence for the purpose of writing examinations is to include reasonable travel time. Employees shall advise the Employer in advance in writing of the time, place and approximate duration of the examination for which time off is being requested. Any costs shall be borne by the employee.

16.11 Progression From Trainee Positions

(a) Assessment Clerk

Assessment Clerk Trainee	- minimum 6 months - maximum 12 months
Assessment Clerk I	- 24 months

PROVIDED HOWEVER, entry to the Authority was as an Assessment Clerk Trainee or the employee had twelve (12) months of experience elsewhere.

(b) Appraisal

Appraiser Trainee	- minimum 6 months - maximum 12 months
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PROVIDED the employee has enrolled in the appropriate appraisal courses.

Appraiser I	- 24 months
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PROVIDED the employee has successfully completed the educational requirements as specified in the job descriptions.

16.12 Clerical Employees Transferring to Appraisal Category

- (a) When an Assessment clerical employee transfers to an appraisal category, such employee shall be credited with fifty percentum (50%) of their assessment clerical service PROVIDED that this service is not less than six (6) months. If the service is less than six (6) months, it shall not be counted towards their appraisal progression time as noted in Article 16.11(b) above. Notwithstanding the foregoing, in no case shall the resultant appraiser trainee experience qualification be reduced to less than six (6) months. In the case of an Assessment Clerk I with more than one (1) year experience transferring to an Appraiser Trainee position, the beginning wage shall be Appraiser Trainee, Step II. Notwithstanding Article 25.05 (c), in the case of an Assessment Clerk II or above with more than one (1) year experience transferring to an appraisal position, the beginning wage shall be Appraiser I, Step I.
- (b) When other clerical employees are transferred to an appraisal category, such employees may receive credit for any assessment related service up to a maximum of six (6) months.
- (c) Any Assessment Clerk employee transferring to an appraisal classification must have the appropriate educational qualifications and necessary time for each appraisal classification level as noted in 16.11 (b).

17. LAYOFF AND RECALL

17.01 Preamble

When it is necessary to reduce the work force as a result of economic conditions, or insufficient work, or organizational change or a reduction in the level of activity or service of the Employer or a discontinuance of a program, service, or an activity of the Employer, the Employer may layoff employees covered by this agreement in order to effect such reductions. The Employer shall designate the positions to be eliminated and the employees affected and scheduled to be laid off pursuant to Section 17.03.

17.02 Definitions

- (a) Geographic Areas of Work
 - 1. Head Office
 - 2. Capital
 - 3. Nanaimo/Cowichan
 - 4. Langley/Abbotsford and Chilliwack

5. Assessment Areas 8 - 14
6. Other Assessment Areas as individual geographic areas

(b) Position Class Series

Is two or more classes with the same class titles performing the same kind of work, but each differing due to level of complexity and responsibility denoted by number sequence.

- (c) (i) Article 17.00 does not apply to temporary employees
- (ii) an employee is a person who is normally appointed through open competition. This is to include those employees who were designated at the time of the formation of the Assessment Authority.

17.03 Recognition of Seniority

- (a) Both Parties recognize that job security shall increase in proportion to the length of service.
- (b) In the event of elimination of positions pursuant to Section 17.01, affected employees may exercise their seniority to bump junior employees as detailed in Section 17.05, provided the employees are qualified for the positions. Also, pursuant to Section 17.07 (a) Recall Procedure, employees recalled must be qualified to perform the positions available.

17.04 Written Notice of Layoff

- (a) The Employer shall notify employees who are to be laid off at least twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the twenty (20) working day notice period prior to layoff the employee shall be paid for the remainder of the twenty (20) working day notice period for which work was not made available in lieu of such notice.
- (b) A written notice of layoff, to the employee shall contain a definite time limit of seven (7) calendar days from receipt of notice for exercising her or his seniority to bump a junior employee. If an employee's choice is not available the employee shall have an additional day to notify the Employer of the next choice.
- (c) If an employee does not exercise his or her seniority within the time limits or is unable to do so then the employee shall be laid off and

placed on the recall list, or she or he may opt to resign and be paid severance pay.

- (d) A copy of all notices to be sent to the Union Office.
- (e) All notices to be received via registered mail.

17.05 Bumping Rights

- (A) Option for employees with four (4) or more years of seniority.

An employee with more than four (4) years seniority whose position is being eliminated may exercise his or her seniority provided that he or she is qualified, by choosing to bump the most junior employee in any office with less than four (4) years seniority who occupies a position in the same or lesser classification of the employee's position class series.

- (B) Option for employees with less than four (4) years but greater than two (2) years seniority.

An employee with less than four (4) years but greater than two (2) years seniority whose position is either eliminated or the employee is bumped pursuant to Section 17.05(A) may exercise her or his seniority provided that she or he is qualified, by choosing to bump the most junior employee occupying a position in the same or lesser classification of the employee's position class series in the following sequence:

Firstly - within the employee's geographic area pursuant to Section 17.02(a), or if not possible,

Note: An employee between two (2) and four (4) years seniority being bumped as a result of 17.05(B) may bump only the most junior employee in the same or lesser classification of his or her position class series on a province wide basis.

Secondly - on a province wide basis.

- (C) An employee who has less than two (2) years seniority has no bumping rights.
- (D) For purposes of administering the bumping process only, when more than one (1) employee subject to layoff elects to bump into the same

job, the employees involved shall bump in order of seniority until the bumping process is completed.

- (E) An employee cannot bump an employee occupying a position with a higher classification, i.e. no bumping up.
- (F) An employee will be placed in the new classification and new salary range of the position of the incumbent the employee bumps, as follows:
 - 1. When an employee bumps an employee in the same classification with the same salary range the employee will be placed at the same incremental salary step that she or he currently holds.
 - 2. When an employee occupies a position within the working level class series:
 - (a) Appraiser II or lesser for appraisal
 - (b) Assessment Clerk II or lesser for assessment clerks

the employee shall retain his or her current salary rate when bumping within the working level class series.
 - 3. When an employee bumps an employee in a lesser classification with a lesser salary range the employee will be placed at the nearest incremental salary step on the lower salary range which approximates the employee's current salary rate provided that under no circumstances will an employee receive higher remuneration or benefits.
 - 4. Pursuant to the foregoing, under no circumstances will an employee's salary rate exceed the salary maximum of the salary range of the new class.
- (G) Provided an employee has exhausted his or her bumping rights pursuant to the above, and subject to Section (C), the employee may exercise his or her seniority to choose to bump the most junior employee with less than four (4) years seniority on a province wide basis who occupies a position that the employee has previously permanently held within the Authority.

(H) Bumping Rights - Higher than Working Level

1. Notwithstanding Sections 17.05 (A), (B) and (C), an employee who occupies a position in one of the following bargaining unit position classifications:

Appraiser III/IV	Assessment Clerk III
Senior Appraiser	Office Supervisor I (Assistant Supervisor) Office Supervisor Petroleum Specialist/Supervisor

and whose position is eliminated or bumped may exercise her or his seniority provided that she or he is qualified by choosing to bump as follows:

- (a) the most junior employee in a lesser classification of the employee's position class series within the employee's office, or
- (b) the most junior employee on a province wide basis in the same classification of the employee's position class series.

2. Head Office Bumping Procedure

- (a) Notwithstanding Sections 17.05 (A), (B) and (H)1 with the exception of (H)(2(a) (iii)) but subject to Sections 17.05 (C) and (G), a separate bumping procedure will exist for employees occupying positions in Head Office. Conversely, an employee occupying a position outside of Head Office shall have no bumping rights within Head Office except for (H)(2(a)(iii)) and 17.05(G). A Head Office employee with a minimum of two (2) years seniority who occupies a position in Head Office which is eliminated or the employee is bumped may exercise her or his seniority provided that the employee is qualified, by choosing to bump the most junior employee in the following sequence order:
 - (i) in the same or lesser classification of his or her position class series within Head Office except for (H)(2(a)(iii)), or
 - (ii) in a position classification at the same salary level or any position classification at a lesser

salary level within the employee's occupational group pursuant to (H)(2(b)), or

- (iii) an employee in or outside of Head Office who occupies a position in a position class series that exists both in Head Office and outside of Head Office shall be eligible to exercise her or his seniority pursuant to but subject to the provisions of Article 17.05 (A), (B) or (H)1, or
 - (iv) a Head Office employee may exercise his or her rights under 17.05 (G) provided that the employee has exhausted all bumping rights pursuant to the above.
- (b) Pursuant to (H)(2(a)) for the purpose of this article only, listed herein are the Head Office job occupational groups:

Group 1 - Appraisal

Timber Appraiser I
Timber Appraiser II
Forester (Senior)
Appraiser II (or lesser)
Appraiser III
Appraiser IV
Appraisal Systems Analyst
Agricultural Appraiser
Research Resource Advisor
Petroleum Specialist/Supervisor
Petroleum Appraiser II (or lesser)

Group 2 - Data Processing
(Operational and Development)

Operational

Operations Services Representative
Supervisor Operations Services
Production Control Analyst
Production Co-ordinator
Production Scheduler/Tape Librarian

Development

Programmer Trainee
Programmer Analyst I

Programmer Analyst II
Systems Analyst I
Systems Analyst II
Data Base Administrator
Systems Architect

Group 3 - Accounts and Related

Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Payroll Supervisor
Purchasing Clerk
Accounting Supervisor & Purchasing Officer

Group 4 - Clerical Support

Postal Clerk
Storekeeper
Clerk I
Clerk Steno I
Clerk Steno II
Clerk Typist I
Clerk Typist II
Clerk Typist III
Switchboard Operator
Secretary I
Secretary II
Assessment Information Services Clerk
Assessment Information Services Co-ordinator
Assessment Roll Systems Clerk
Assessment Roll Systems Office Supervisor
Assessment Roll Systems Co-ordinator
Assessment Roll Systems - Methods Analyst
Legal Information Clerk
Senior Appraisal Clerk
Administrative Assistant
Communications Officer

Group 5 - Drafting

GIS Technician
Senior GIS Technician
Mapping Supervisor

- (l) The Employer shall provide employees with an orientation period, if applicable.

17.06 Relocation Costs

- (a) An employee who has greater than four (4) years seniority and moves pursuant to Section 17.05 shall be reimbursed relocation costs pursuant to D1 (a) only and up to 50% of D2 of the transfer regulations where the move involves relocation from one (1) geographic area to another as defined in Section 17.02(a) with the exception that Head Office and Capital shall be considered the same geographic area of work for the purposes of this section only.
- (b) An employee who moves pursuant to Section 17.05 where an employee has between two (2) but less than four (4) years seniority, shall be reimbursed relocation costs for the movement of household effects pursuant to D1 (a) only of the transfer regulations where the move involves relocation from one (1) geographic area to another as defined in Section 17.02(a), with the exception that Head Office and Capital shall be considered the same geographic area of work for the purposes of this section only.
- (c) No other relocation costs will be provided.

17.07 Recall Procedure

- (a) An employee shall be recalled in order of his or her seniority within the same or lesser classification of the employee's position class series on a province wide basis provided the employee is qualified. If an employee fails to return to work within seven (7) calendar days of receipt of recall notice sent by registered mail, the employee ceases to be an employee and she or he will have deemed to have abandoned her or his position and to have resigned unless such failure to return to work is owing to illness or injury which is attested to by a written statement from a licensed medical practitioner, in which case the employee will report for work on the date indicated by the licensed medical practitioner.
- (b) No new employee will be hired to fill a full time position until those employees on the recall list have been given an opportunity for re-employment pursuant to 17.07(a).
- (c) A laid off employee who is recalled shall be responsible for any relocation expenses.

- (d) In the event an employee does not accept recall, that employee will be deemed to have terminated his or her employment with no severance pay payable and the vacant position will be offered to the next most senior qualified laid off employee pursuant to Section 17.07(a).
- (e) It shall be the responsibility of the laid off employee to keep the Manager of Human Resources informed of her or his current address.
- (f) A copy of all recall lists and notices will be forwarded to the Union Office.

17.08 Seniority During Layoff

An employee shall not lose his or her seniority due to layoff nor does seniority accrue during layoff.

17.09 Duration of Layoff

The Employer shall make every effort to recall laid off employees, however, a layoff period extending beyond twelve (12) months shall constitute termination of employment with no severance pay payable.

17.10 Continuation of Benefits

Subject to Article 15.05, the Employer agrees to continue to pay its share of the appropriate coverage for all employee benefit plans for employees laid off for periods of less than six (6) months. In the event of a longer layoff, employees so affected shall have the right to continue this coverage through direct payment.

This section shall only apply to an employee on the list who is unemployed.

17.11 Severance Pay

Subject to and pursuant to the foregoing sections, an employee who is subject to layoff and cannot or does not elect to bump a junior employee or to be placed on a recall list shall be deemed to have resigned and the employee shall be paid termination severance pay of up to fifty-two (52) weeks as follows:

- (1) three (3) weeks' salary for an employee with a minimum of six (6) consecutive months up to two (2) consecutive completed years of service, and

- (2) three (3) weeks' salary for each consecutive completed year of service in excess of two (2) completed years of service up to a maximum of fifty-two (52) weeks salary.

COMPLETED YEARS WORKED	WEEKS OF SEVERANCE
0-6 months	0
6 months - 2 years	3
3	9
4	12
5	15
6	18
7	21
8	24
9	27
10	30
11	33
12	36
13	39
14	42
15	45
16	48
17	51
18 or more	52

Severance pay shall be paid within ten (10) working days of the employee's resignation.

18. HOURS OF WORK

18.01 Regular Daily Hours

The regular work day shall be seven (7) hours scheduled to commence no earlier than 8:00 a.m. and to finish no later than 6:00 p.m. No seven (7) hour shift shall be spread over a period longer than eight (8) hours with one (1) hour off for lunch. Except as hereafter provided, the normal hours of work shall be 8:30 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m.

18.02 Rest Breaks

Each employee shall be entitled to a fifteen (15) minute rest break in each half of a shift.

18.03 Variable Hour Schedules

- (a) All variable hour schedules must be designed to meet operational requirements and to provide efficient service to the public. One of the two alternate variable hour schedules shall be instituted for the period from March 16th to January 31st in every work unit where the numbers involved are sufficient to allow the schedule to work without impairing the effectiveness of the unit. A longer period of time may be instituted at the discretion of the Department Head or Assessor. It is agreed that it is desirable to extend this period where possible.
- (b) Notwithstanding (a) above, where it is practical to do so without reducing the effectiveness of the department or office, the employees and the Department Head/Assessor shall mutually agree to institute either of the following:
 - 1. A 5-4 cycle commencing on a Monday and consisting of nine (9) days with a total of seventy (70) hours worked each fourteen (14) day period.
 - 2. A variable hour schedule in which each employee will be entitled to submit for approval a five (5) day schedule of seven (7) named hours to be worked within the period 8:00 a.m. to 6:00 p.m.
- (c) Any employee who prefers to remain on the regular hour schedule of 8:30 a.m. to 4:30 p.m., with one (1) hour for lunch, may elect to do so. Having chosen a regular hour cycle, the employee may elect to change her or his hours to the variable hours in effect, but such change can be made no more frequently than once annually.
- (d) An office or department may be divided into work units, each of which may select one of the options of variable hours. Those groups desiring a variable hour arrangement must select either the 5-4 cycle or the variable hour schedule. In addition, those on a 5-4 cycle cannot introduce a variable hour arrangement into the cycle.
- (e) The major criteria for the 5-4 work cycle will be:
 - 1. Although the individual schedules shall involve nine (9) working days in each fortnight, the departments and offices involved will continue to provide service on a five (5) day weekly basis. Therefore, the days off shall be staggered in order to achieve full five (5) day coverage, but shall fall on Mondays or Fridays where possible in order to provide to the greatest extent

possible that every second weekend is of three (3) days duration.

2. When an employee is absent from work as a result of a training assignment (Article 16.10), vacation (Article 22), sickness (Article 23) or leave of absence (Article 24) such employee shall be deemed to have lost seven (7) hours in the seventy (70) hour work cycle for each day of absence. In addition, statutory holidays which fall during a vacation period, in all cases, shall be regarded as seven (7) hour days.
 3. Notwithstanding (2) above, when an employee is absent from work as a result of a statutory holiday in accordance with the provisions of Article 21, such employee shall be credited with scheduled work hours for such day(s) in accordance with the employee's work schedule. This credit shall not exceed seven and three-quarters (7 3/4) hours.
- (f) The major criteria for the variable hour schedule will be:
1. Each employee will choose a particular daily schedule within the stipulated parameters and will submit this schedule to the employee's Department Head/Assessor for approval.
 2. The schedules shall include a lunch break of not less than one-half (1/2) hour or more than one (1) hour approximately mid-shift.
 3. The Department Head/Assessor will co-ordinate the schedules submitted to ensure that the department or office has adequate coverage for the full period. Where the schedules submitted do not allow for full coverage, the Department Head/Assessor will stipulate the changes necessary to achieve this coverage.
 4. Changes in hours may be made by an individual by submitting a revised schedule for approval no more than once annually. Approval will not be withheld unless the revised schedule results in necessary coverage not being provided.
- (g) Having chosen one of the two variable hour schedules, a work unit can mutually agree with the Department Head/Assessor to revert to the normal work week or to change to the other alternative variable hour schedule no more than once annually.
- (h) If, as a result of being assigned to a training programme by the Authority, an employee on the 5-4 schedule works in excess of

seventy (70) hours in the scheduled two (2) week period, the hours worked in excess of seventy (70) shall be given as additional straight time off. The opportunity to revert to normal work hours for such assignment or in the case of vacation (Article 22) or leave of absence (Article 24) for the affected two (2) week cycles, shall not be construed as a violation of the limit of once annual changes noted in this Article.

- (i) When an appraisal crew (or an individual Appraiser) is scheduled to work in an area isolated from the office, the majority of the crew, including other employees scheduled to work with the crew, may reach mutual agreement with the Assessor/Manager to work a compressed work schedule whereby the seventy (70) hours in each two (2) week period is worked over a shorter time space both by increasing the daily hours up to a maximum of ten (10) and by re-scheduling days off to fall at the end of the two (2) week period. Where a compressed work week of this type is agreed to, all members of the crew will be required to work that schedule. The two (2) week cycle of seventy (70) hours may be shortened to one (1) week of thirty-five (35) hours where the situation merits such change.
- (j) Notwithstanding the foregoing, the Department Head/Assessor shall determine the work schedule to be worked by temporary or summer relief employees.
- (k) Variable hour systems which were in effect during 1977 and which are not in strict accordance with the foregoing, may continue PROVIDING they meet the operational and service requirements outlined in Section (a).

19. OVERTIME

19.01 Definition

- (a) "Overtime" means work performed by a full-time employee in excess or outside of the employee's 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.

19.02 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.
 - 2. The employee does not control the duration of the overtime worked.
- (b) Subject to the provisions of this Agreement, the application of hours of work and the application of overtime rates will be in accordance with provisions set out above.

19.03 Overtime Entitlement

An employee will be entitled to compensation for authorized overtime after:

- (a) Seven (7) hours of work on a regular scheduled work day.
- (b) Or in accordance with the provisions of Article 18.03.
- (c) Overtime shall be paid only after the scheduled daily straight time hours or scheduled weekly straight time hours have been worked.

19.04 Recording of Overtime

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

19.05 Sharing of Overtime

Overtime work shall be allocated on an equitable basis.

19.06 Overtime Compensation

Hours calculated as overtime shall be reimbursed in the following manner:

- (a) First two (2) hours over the regularly scheduled work day at time and one-half for each hour worked.
- (b) All other hours beyond the first two (2) overtime hours at double time for each hour worked.

- (c) Double time for all hours worked on a day of rest.
- (d) An employee who works on a designated holiday which is not a scheduled work day shall receive his or her regular day's pay and shall receive additional compensation at the rate of double time for all hours worked, EXCEPT for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (e) An employee on travel status who is required to travel on Authority business outside her or his regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

19.07 Overtime Meal Allowance

- (a) An employee who is required to work a minimum of two and one-half (2 ½) hours of overtime before or after, but joined to the employee's scheduled hours of work, shall be provided with a meal or shall be reimbursed the amount of twelve dollars and thirty-five cents (\$12.35). Effective January 1, 1999 twelve dollars and sixty-five cents. (\$12.65). Effective January 1, 2000 thirteen dollars (\$13.00). A meal break of one-half (1/2) hour with pay shall be given.
- (b) If an employee continues to work overtime beyond the initial three (3) hours, a further meal or allowance and meal break, as above, shall be provided upon completion of an additional four (4) hours thereafter.
- (c) This Article shall not apply to an employee who is on travel status which entitled the employee to claim for lodging and/or meals.

19.08 No Layoff to Compensate for Overtime and Overtime Accumulation

- (a) Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- (b) Employees may elect to accumulate overtime hours equivalent to a maximum of ten (10) working days in any calendar year in lieu of payment.
- (c) The period in which such time shall be taken off shall be arranged between the employee and the local Assessor or Department Head.
- (d) Employees who elect to take time off in lieu shall normally be permitted no more than five (5) days off within each of the calendar periods January to June and July to December. The Assessor or

Department Head may, at his or her discretion, grant greater time off up to the ten (10) day maximum during either of the periods January to June or July to December.

- (e) The deferred overtime bank shall be utilized in the following way:
 - 1. Once the maximum of ten (10) days deferred time off in lieu of overtime has been reached, the accumulation shall cease and the employee will be reimbursed for future overtime in accordance with Article 19.06.
 - 2. When as a result of taking accumulated time off, the total in the employee's bank falls below ten (10) days, the employee may again accumulate up to the ten (10) day maximum.
 - 3. An employee's overtime bank may be replenished or accumulated in any calendar year by no more than ten (10) days in accordance with (b) above.
- (f) Time off in lieu of overtime shall be accumulated in accordance with the premium amount. For each hour worked at time and one-half, one and one-half (1 1/2) hours shall be accumulated. For each hour worked at double time, two (2) hours shall be accumulated.

19.09 Right to Refuse Overtime

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.

19.10 Overtime for Auxiliary Employees

Part-time employees working less than the normal hours per day of a full-time employee and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours worked, up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working day and for all work performed on holidays and regular days off.

19.11 Call-Out Provisions

A regular employee who is called back to work outside the employee's regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. The employee shall be compensated from the time she or he leaves her or his home to report for duty until the time the employee arrives back upon proceeding directly to and from work.

19.12 Rest Interval

An employee required to work overtime beyond the employee's regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of the employee's next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours worked on the regular shift.

19.13 Taxi Transportation

The Employer shall reimburse the employee for the costs of receipted taxi transportation from the work location to the normal place of residence, PROVIDING that the employee completed work between the hours of 10:00 p.m. and 6:00 a.m., AND PROVIDING that the work was not from a regular shift. The maximum reimbursement shall not exceed eight dollars twenty-five cents (\$8.25).

19.14 Standby Compensation

- (a) When an employee is scheduled to be immediately available for standby during a period in which the employee is not on regular duty, he or she shall be paid the amount of one (1) hour straight time pay for each eight (8) hour period or less standing by.
- (b) An employee scheduled for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted and to report for duty when required.

20. SHIFT WORK

20.01 Shift Differential

A shift differential of eighty-five cents (85¢) per hour effective July 1, 1994 shall be paid for all straight time hours scheduled between 5:00 p.m. and 8:00 a.m. This excludes those employees who chose variable hour schedules as noted in Article 18.03 above which overlap into this time period.

20.02 Exclusion of Shift Differential

At no time shall shift differential be included with the employee's regular rate of pay for purposes of computing overtime payments, other premium payments or any employee benefits.

21. PAID HOLIDAYS

21.01 Paid Holidays

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

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

Any other holiday proclaimed as a holiday by the Federal or Provincial Governments shall also be a paid holiday.

- (b) In order for a temporary employee to qualify for paid holidays as listed in Section (a) above, the employee shall have worked for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the paid holiday and must have completed at least thirty (30) days of employment.

21.02 Holidays Falling on Saturday or Sunday

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

21.03 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled work day following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. When a paid holiday is moved to another day under the provisions of this Clause:

- (a) Work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest.
- (b) Work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

21.04 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.

21.05 Holiday Coinciding with a Day of Vacation

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

21.06 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.

22. ANNUAL VACATIONS

22.01 Definitions

(a) Vacation Year

For the purposes of this Article, a vacation year shall be the calendar year commencing January 1st and ending December 31st.

(b) First Vacation Year

The first vacation year is the calendar year in which the employee's first anniversary falls.

22.02 Annual Vacation Entitlement

- (a) An employee who has earned at least ten (10) days at straight time rates for each calendar month shall have an annual vacation entitlement as follows:

Vacation Years	Work Days
First to third	15
Fourth	16
Fifth	19
Sixth to Seventh	20
Eighth	22
Ninth	23
Tenth	24
Eleventh	25
Twelfth	26
Thirteenth to Fifteenth	27
Sixteenth to Eighteenth	28
Nineteenth	29
Twentieth to Twenty-first	32
Twenty-second to Twenty-fourth	34
Twenty-fifth and thereafter	35

- (b) Employees engaged on a part-time basis shall be entitled to annual vacation entitlement on a pro-rata basis.

22.04 Vacation Entitlement for Partial Years

- (a) During the first partial year of service a new employee shall earn vacation days at the rate of one and one-quarter (1 1/4) days for each month for which the employee has earned ten (10) days or more pay.
- (b) Any unused vacation entitlement earned during the first partial year of employment shall be paid to the employee on December 31st of that year unless the employee elects a vacation carry-over as provided for in Article 22.09.
- (c) During the first and subsequent vacation years, an employee shall earn one-twelfth (1/12th) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight time rates. Where an employee has taken more vacation than earned on the foregoing basis, the Employer shall recover the unearned portion on December 31st of that year, or on termination.
- (d) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

22.05 Scheduled Vacations

- (a) Every consideration shall be made to accommodate an employee's first choice for a vacation period with due consideration for the requirements of efficient operation.

- (b) The scheduling and taking of vacations shall be on a calendar year basis.
- (c) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, an employee commences earning additional vacation days in the fourth vacation year and each succeeding vacation year in accordance with Article 22.02.
- (d) Vacation schedules, once approved by the Employer, shall not be changed, EXCEPT by mutual agreement between the Employer and the employee.
- (e) When an employee changes her or his approved vacation period at the request of the Employer and in so doing is required to forfeit travel or accommodation deposits, the employee shall be reimbursed by the Employer for the full amount on presentation of proper receipts.

22.06 Vacation Pay

Payment for vacations will be made at an employee's regular rate of pay, EXCEPT if an employee has been working in a higher paid position than his or her regular position for a majority of the sixty (60) working days preceding his or her vacation, in which case the employee shall receive the higher rate.

22.07 Approved Leave of Absence with Pay During Vacations

When an employee is qualified for approved leave with pay during her or his 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.

22.08 Call-Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, EXCEPT by mutual agreement.

22.09 Vacation Carry-Over

Upon written request an employee shall be permitted to defer up to five (5) vacation weeks to be taken during the succeeding year PROVIDED that the employee first takes no less than the total vacation stipulated by Statute in each vacation year.

22.10 Vacation Entitlement Calculations

Vacation entitlement shall be calculated on the basis of the aggregate of the years continuously served:

- (a) In the employ of the last employer immediately prior to the employee being designated in accordance with the provisions of the Assessment Authority of British Columbia Act, and
- (b) In the employ of the Authority.

22.11 Single Day Vacation

Single day vacation leave must be mutually agreed to by the employee and the Employer. Such single day arrangements shall not exceed twenty (20) days in any one vacation year.

22A. RETIREMENT ALLOWANCES

An employee who retires under the terms of the Public Service Superannuation Act, or who has reached the mandatory retirement age of sixty-five (65), in consideration of long service, shall receive as a retiring allowance the following sums:

- (a) one and one-half (1 1/2) days pay at the employee's then current rate of pay for each year of service as defined in Article 22.10. Beginning in the 25th year, retirement allowance is calculated as follows:

Year	
25	38 days
26	40 days
27	42 days
28	45 days
29	47 days
30	49 days
31	51 days
32	52 days
33	54 days
34	55 days
35	56 days

This retirement allowance shall not be payable if severance pay is payable pursuant to Articles 17, 30 or 31.02; and

- (b) where an employee is entitled to take vacation in a year, but retires as described herein, then on retirement, a further retirement allowance shall be paid the employee based on the following formula:

$$(X-Y) \times S$$

where

X = the number of days of annual vacation entitlement, as calculated by article 22.02, assuming service throughout the year, and

Y = the number of days of vacation entitlement earned to the date of retirement, as calculated by article 22.04, and

S= the per diem salary entitlement of the employee immediately prior to retirement.

This provision shall not apply to an employee who retires while on long term disability insurance (excluding those employees on the rehabilitation portion of the program who remained at work) or who receives a disability pension (excepting those employees who remain at work with the Authority).

23. SICK LEAVE AND LONG TERM DISABILITY

23.01 Absence Due to Illness

The Authority recognizes that loss of pay because of absence due to illness is of considerable concern to employees and their families and therefore the Authority desires to reduce concern by implementing a long term disability plan.

23.02 Income Provisions

- (a) 1. The Authority agrees to pay ninety percentum (90%) of income for a period not exceeding three (3) days of absence due to illness which is not supported by a written statement from a licensed medical practitioner during the life of this Agreement. When the Employer perceives an abuse or misuse of sick leave by an employee, a written statement from a licensed medical practitioner may be required at the discretion of the Authority and where an employee has been advised prior to his or her return to work that medical evidence will be required, and fails to provide acceptable medical evidence, it shall be cause for disallowance for sick leave pay.
2. Notwithstanding the foregoing, any absence due to illness in excess of three (3) consecutive working days must be supported by a written statement from a licensed medical practitioner. Failure to provide a written statement from a licensed medical practitioner shall be cause for disallowance of sick leave pay for the full period.

- (b) The Authority agrees to pay one hundred percentum (100%) of income for the first sixty (60) working days of absence due to any single illness, the absence for which is supported by a written statement from a licensed medical practitioner.
- (c) The Authority shall provide a long term disability plan to its employees whose length of service is beyond the initial six (6) month waiting period with an assured income during the life of this Agreement as follows:
 - 1. Absence due to that single illness in excess of the first sixty (60) working days:

Seventy-five percentum (75%) of income in effect at the beginning of the sixty (60) working days referred to in the above and as covered by the Long Term Disability Plan to the age of sixty-five (65).
 - 2. The Authority will contribute one hundred percentum (100%) of the monthly cost of the Long Term Disability Plan (salary continuation insurance).
- (d) Notwithstanding (a) and (b) above, the amount payable by the Authority may be reduced when:
 - i) Any amount is payable under the Workers' Compensation Act or the Canada Pension Plan.
 - ii) There is illness due to alcoholism, drug addiction or the use of any hallucinogenic or stimulating agent taken voluntarily and not under the direction of a licensed medical practitioner, unless the illness is documented as being organic or the employee agrees to undergo an approved rehabilitation plan.
- (e) Notwithstanding paragraph 23.02 (d), the Authority has the right to recover from an employee benefits paid under the plan for loss of income for which the employee has been indemnified by a no-fault auto insurance plan.

23.03 Retirement Payout Privileges

An employee whose contract at the time of being designated as an employee of the Authority contained an entitlement of sick leave payout and whose length of service is beyond the initial probationary period, shall retain

accumulated sick leave credit retirement payout privileges without further additions thereto after September 29th, 1975.

24. LEAVE OF ABSENCE

24.01 Special Leave

(a) Any employee may be entitled to special leave with pay for the following reasons:

1. Marriage of employee - 3 days
2. Wedding of employee's son or daughter - 1 day
3. Birth or adoption of employee's child - 2 days
4. Serious household or domestic emergency - 1 day
5. Moving household furniture and effects - 1 day
6. Attend formal hearing for employee's citizenship - 1 day
7. Attend funeral as pall-bearer or mourner - up to ½ day

(b) Reasonable notice of time is required for the above and Sub-sections 1., 2., 5. and 6. shall be in writing. Approval shall not be withheld without cause.

24.02 General Leave

(a) General leave of absence without pay may be granted by the Authority if requested in writing by an employee stating the reasons for such leave, and this request shall be presented to the Employer not less than forty-five (45) working days prior to the commencement date of the leave. However, subject to the approval of the Employer, the advance written notice of forty-five (45) working days may be reduced when the leave requested is of an emergency nature. The reply by the Authority shall be in writing within five (5) working days.

(b) General leave, other than of an emergency nature, shall not be granted more frequently than once each two (2) years.

(c) In order to be considered for general leave an employee must have been employed for no less than two (2) years.

- (d) In considering requests for general leave, due consideration shall be given to such matters as expected work requirements and conditions at the time of leave, employee seniority and the number of employees away at that time. Approval shall not be unreasonably withheld.
- (e) Where two (2) or more applicants request the same time frame, the most senior applicant shall be accorded the first preference.
- (f) Where an applicant for general leave has an accumulation of earned leave such as vacation and overtime accumulation, the earned leave accumulation shall form the first portion of the time off. An employee granted leave of an emergency nature shall not have to use current year earned vacation accumulation entitlement.
- (g) An employee on general leave may not accept employment with another employer during this period. Accepting such employment during a period of general leave shall be grounds for dismissal. In addition, pursuant to 24.02(a), an employee using general leave for emergency purposes for other than the reasons it was granted shall be cause for dismissal. An employee whose request is granted based on a misrepresentation of its purpose may be subject to discipline and dismissal.
- (h) The premium costs of all applicable fringe benefits during general leave shall be borne by the employee.
- (i) An employee granted leave under this Article shall retain seniority but not accumulate additional seniority during the period of leave.

24.03 (A) Maternity and Adoption Leave

- (a) Upon written request, leave of absence without pay shall be granted to a pregnant employee or adoptive parent for a period not exceeding seventeen (17) weeks.
- (b) Maternity leave application to be made not less than two (2) weeks before commencement and shall be for up to nine (9) weeks, and not less than six (6) weeks before the expected termination date of the pregnancy.
- (c) Adoption leave shall commence upon placement of the child. The employee shall provide proof of adoption.
- (d) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

- (e) Two (2) weeks notice in writing must be given to the Employer prior to termination of leave. Upon return, an employee shall be placed in his or her former position, or in a position of equal rank and salary.
- (f) If an employee maintains coverage for medical, extended health, dental, group life, long term disability, the Employer agrees to pay the Employer's share of these premiums. If an employee fails to return to work on the prearranged date, the Employer will recover monies paid under this Section.
- (g) An employee who qualifies for maternity leave or adoption leave pursuant to this article, shall be eligible for a maternity leave or adoption leave allowance as set out in this clause. In order to receive this allowance, the employee must provide to the Employer, proof that she or he 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 this allowance.

The maternity or adoption leave allowance will consist of:

- i) Two (2) weeks at 85% of the employee's salary;
- ii) Fifteen (15) additional weekly payments equivalent to the difference between 55% of insurable earnings and 85% of the employee's salary.

Should the employee fail to return to work following maternity leave and not remain in the employ of the Employer for a period of (6) six months, the employee shall reimburse the Employer in full for the maternity leave allowance received.

24.03 (B) Parental Leave

- (a) Upon written request, an employee shall be entitled to parental leave of up to thirty-five (35) consecutive weeks.
- (b) The parental leave commences within fifty-two (52) weeks of the date of the birth of the child or placement of the adoptive child. However, when an employee has taken leave pursuant to Article 24.03 (A), the parental leave must commence immediately following the maternity leave of the natural mother or adoption leave of the parent.

- (c) The employee shall provide written notice four (4) weeks prior to the commencement of the leave.
- (d) The leave request must be supported by appropriate documentation.
- (e) Where both parents are B.C. Assessment Authority employees, the employees shall determine the apportionment of the thirty-five (35) weeks parental leave between them.
- (f) An employee who qualifies for parental leave pursuant to this article, shall be eligible for a parental leave allowance as set out in this clause. In order to receive this allowance, the employee must provide to the Employer, proof that she or he 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 this allowance.

The parental leave allowance will consist of:

- i) Two (2) weeks at 85% of the employee's salary;
- ii) Fifteen (15) additional weekly payments equivalent to the difference between 55% of insurable earnings and 85% of the employee's salary.

Should an employee fail to return to work following parental leave and not remain in the employ of the Employer for period of six (6) months, or a period equivalent to the leave whichever is longer, the employee shall reimburse the Employer in full for the parental allowance received.

- (g) If an employee maintains coverage for medical, extended health, dental and group life, long term disability, the Employer agrees to pay the Employer's share of these premiums. If an employee fails to return to work on the prearranged date, the Employer will recover monies paid under this Section.
- (h) Two (2) weeks notice in writing must be given to the Employer prior to termination of leave. Upon return, an employee shall be placed in his or her former position, or in a position of equal rank and salary.

24.04 Paid Jury or Court Witness Duty Leave

When leave from work is required, the Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment she or he received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

The foregoing does not apply to any court action involving an employee's private affairs. In such cases, where an employee is required to make a court appearance such leave to attend at court will be without pay.

24.05 Bereavement Leave

- (a) In the event of the death of a member of an employee's immediate family, the employee shall be allowed leave with pay for a period of up to three (3) consecutive work days. In addition, the employee may be granted up to two (2) days for travel and shall be paid for those travel day(s) which are not regularly scheduled days of rest. For purposes of this Agreement, "immediate family" shall be defined as the employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandchild and any other relative permanently residing in the employee's household or with whom the employee permanently resided. Dependent on specific individual circumstances, the Employer may extend the above time limits.
- (b) In the event of the death of an employee's grandparent, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee shall be entitled to special leave of one (1) day for the purpose of attending the funeral.

24.06 Time Off for Union Business

(a) Without Pay

Time off without pay shall be granted to an elected or appointed representative of the Union to attend conventions of the Union, conventions or bodies to which the Union is affiliated, and for such other purposes as may be agreed to by the Employer:

1. Wherever possible that written request for such time off is submitted at least two (2) weeks in advance.
2. With the exception of the Union's Annual General Meeting where more than one (1) employee from one (1) department, area office or sub-office is required for such time off, the additional employee(s) shall be granted time off where there will not be a serious effect upon the efficiency of the department. Refusal of such an application for leave shall be in writing within three (3) working days of the application being submitted.

(b) With Pay

1. Time off with pay shall be granted to members of the negotiating committee, not to exceed four (4) in number, for the time spent meeting with representatives of the Employer during the negotiation of a collective agreement. It is understood that individuals requiring such time off shall submit a request in writing no less than one (1) week in advance whenever possible. The request shall include advice on the probable duration of the time off.
2. Time off with pay shall be granted to area representatives and/or Union Regional Directors to perform their duties in their particular area pursuant to Articles 12 and 13.

(c) It is understood that employees granted time off pursuant to this Article shall receive their current rate of pay. Time off shall include sufficient travel time.

(d) In the case of employees granted time off without pay, the Union shall reimburse the Employer for the appropriate salary costs incurred.

24.07 Temporary Employees

- (a) Temporary employees (EXCEPT temporary employees with twelve (12) months or more of continuous service) are not eligible for the provisions of Articles 24.01, 24.03, 24.04 and 24.05. Temporary employees with less than twelve (12) months of continuous service will be entitled for leave without pay for reasons as outlined in 24.01, 24.04 and 24.05.
- (b) Temporary employees with less than twelve (12) months of continuous service do not receive vacation leave but rather are paid at the rate of six (6) percent of their bi-weekly earnings on a bi-weekly

basis. In lieu of a bi-weekly payment a temporary employee may opt to receive their vacation pay in a lump sum payment at the end of each hiring period or on completion of twelve (12) months of continuous service.

- (c) Temporary employees with more than six (6) months but less than twelve (12) months of continuous service may elect to take a leave of absence without pay of up to ten (10) working days prior to obtaining twelve (12) months of continuous service.
- (d) The granting and scheduling of any such leave shall be subject to operational requirements.
- (e) Temporary employees who have completed twelve (12) months of continuous service will be eligible for vacation leave as outlined in Article 22.02.

24.08 Leave of Absence for Full-Time Union or Public Duties

- (a) The Employer shall grant, on written request, leave of absence without pay:
 - 1. For employees to seek election in a Municipal, Provincial or Federal election for a maximum period of sixty (60) days.
 - 2. For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year.
 - 3. For employees elected to a full-time public office for a maximum period of five (5) years.
- (b) An employee granted leave under this Article shall retain seniority but not accumulate additional seniority during the period of leave.
- (c) An employee who wishes to maintain coverage for medical, extended health, dental and group life insurance may pay the full premiums to the Employer prior to leave or on a monthly basis. Failure to pay premiums shall result in forfeiture of coverage.

24.09 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 regular

pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

25. PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

- (a) It is agreed that all employees shall be paid every second Friday.
- (b) 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 the capability of accepting direct deposit is not available.

25.02 Temporary Employees

The salary for temporary employees shall be that shown in Schedule "A" of this Agreement for the category employed in.

25.03 Increments

The following procedure will be observed in applying increments as set forth under Schedule "A" of this Agreement:

- (a) A newly hired employee shall progress from first increment to second increment effective the date the employee fully completes twelve (12) months in the classification from the date of hire.

The employee shall be eligible to progress to the next step on the date of completion of each subsequent twelve (12) months in the same classification.

- (b) An employee who has been promoted or transferred to a different classification shall be eligible to progress to the next step on the date of completion of each subsequent twelve (12) months in the same classification.

An employee who has obtained a lateral transfer shall retain his/her current increment date and be eligible to progress to the next step on the date of completion of each subsequent twelve (12) months in the same classification.

25.04 Pay for Senior Capacity

When an employee covered by this Agreement is requested or appointed to accept the responsibilities and carry out the duties incident to a position which is senior to the position which he or she normally holds in accordance with Article 16.04, Sections (b), (c) and (d), the employee shall be paid at the minimum rate of the new salary range or the rate which is the closest step to 8% above the employees current salary rate, whichever is greater, but not more than the top of the new salary range. Appointments of employees to a level of higher responsibility must be authorized in writing.

25.05 Promotion or Reclassification Pay Increases

Upon the promotion or reclassification of an employee to a position in a class with a higher maximum salary assignment than that assigned to the employee's former class, the employee's salary shall be:

- (a) That salary rate which is the closest step to 8% above the employee's current salary rate or the minimum salary of the new class, whichever is the greater.
- (b) Under no circumstance will the new salary rate exceed the maximum of the new class.
- (c) An exception to the foregoing is that when an Appraiser Trainee is reclassified to the Appraiser I classification, the employee shall be placed at the minimum step of the Appraiser I salary range.

25.06 Transportation Reimbursement

- (a) Employees required to travel for business purposes on behalf of the Employer shall be:
 - 1. Reimbursed for the costs of such transportation when the facilities of a licensed carrier are used.
 - 2. Provided by the Employer with a motor vehicle or other suitable transportation facility.

In all cases of travel requirements, the mode of transportation shall be determined by the Employer.

- (b) By mutual agreement between the Employer and the employee, the employee may agree to provide her or his personal vehicle for transportation requirements under Section 2 of Clause (a) above. The

reimbursement to the employee shall be in accordance with Article 25.09 for vehicles designated as "casual & supplied use vehicles".

- (c) "Supplied use vehicles" shall be designated by the Employer. They shall accompany the employee to the place of employment each day, except for day(s) mutually agreed upon, and be for the transportation requirements in lieu of an Employer provided vehicle.
- (d) The Employer agrees to provide the employee, in writing, with a notification of designation of "supplied use vehicle" and to give nine (9) months notification for the withdrawal of such designation. All requests for Authority supplied vehicles received prior to November 15th in any year shall be satisfied within three (3) months of November 15th. The notice time period may be reduced by the parties concerned.
- (e) The employee also agrees to give the Employer nine (9) months written notice of the discontinuance of his or her vehicle as a "supplied use vehicle". The notice time period may be reduced by the parties concerned.
- (f) "Casual use vehicles" are all other personal use vehicles used on a voluntary basis by the employees for transportation requirements on behalf of the Employer.

25.07 & 25.08 Not Applicable.

25.09 Transportation Reimbursement for "Casual and Supplied Use Vehicles"

For "casual and supplied use vehicles" effective January 1, 2004, the reimbursement rate shall be forty-five cents (\$.45) per kilometer driven on behalf of the Employer. Effective January 1, 2005, the rate will be forty-six cents (\$.46) per kilometer.

25.10 Special Location Travel Allowance

- (a) A special location travel allowance shall be paid to each eligible employee in specified assessment areas as follows:
 - Northwest - 14 points x \$4.80 = \$67.20 per month
 - Peace River - 11 points x \$4.80 = \$52.80 per month
- (b) An employee who is assigned to an area covered by this allowance for a period of more than one (1) month shall receive such allowance PROVIDED the employee is not on travel status.

25.11 Payment Upon Death of an Employee

Where an employee, except a temporary employee, dies while employed with the Authority, the Authority shall pay the current month salary plus one (1) month salary. This payment shall be made to the dependants or beneficiary as determined by the employee on the appropriate form kept on file by the Employer. The Employer shall remind the employees on an annual basis of the need to complete a change of beneficiary form if there has been a change in beneficiary.

25.12 Over-Salary Range Employees

Employees receiving a salary which is over-range shall receive one-half (1/2) of all salary increases until their remuneration is the highest step of their classification.

25.13 Transfers

(a) Transfer Expenses

An employee who moves from one community to another as a result of winning a promotion through the "selection competition process" or moves at the Employer's request shall be entitled to transfer expenses as outlined in the Transfer Regulations of the Employer (Schedules "D" 1 and "D" 2). The Employer agrees not to change the Transfer Regulations (Schedules "D" 1 and "D" 2) EXCEPT by mutual agreement between the Employer and the Union.

(b) Lateral Transfers

An employee who applies for and is successful in obtaining a lateral transfer via the "selection competition process" shall be entitled to transfer expenses as outlined in the Transfer Regulations (Schedule "D" 1) PROVIDED THAT:

1. An employee has been at the location for a period of not less than two (2) years with the exception being that an employee who requests a second and third move must be at the location not less than two and one-half (2 1/2) years and the Employer in such latter cases shall only assume fifty percentum (50%) of the costs.
2. The transfer involves relocation from one geographic area to another as defined as follows:
 - Head Office and Capital
 - Nanaimo/Cowichan

- Langley/Abbotsford and Chilliwack
- Assessment Areas No. 8-14
- Other Assessment Areas as individual geographic areas

(c) Assessment of Transfer Requests

Notwithstanding the foregoing sections, where an employee makes a transfer request, a review of the request will be conducted and any decision will be based on the merit of the request taking into consideration the organization establishment.

25.14 Meal Allowance

(a) A meal allowance while on travel status shall be accorded as follows:

	<u>Jan. 1, 2004</u>	<u>Jan. 1, 2005</u>
Breakfast	11.00	11.50
Lunch	11.75	11.75
Dinner	22.75	23.00

plus five dollars and twenty-five cents (\$5.25) miscellaneous allowance for each overnight stay while on travel status, effective January 1, 2004. Effective January 1, 2005, the allowance will be five dollars and fifty cents (\$5.50).

- (b) Meal allowance for an employee who is not on travel status but travels more than thirty-two (32) kilometers away from the office can claim a lunch expense per schedule above.
- (c) If no receipt for lodging is provided while on travel status, twenty dollars (\$20.00) may be claimed for each overnight stay away from home.
- (d) Employees who travel by ferry shall be reimbursed (in accordance with the scale in Sub-section (a) above) for meals required while so travelling.

26. Not Applicable.

27. JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent prior to September 30th, 1977. These descriptions shall be presented to the Union and shall

become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

27.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

27.03 New Positions and Changes in Classifications

- (a) When a new position is established, the Union shall be advised of the new position, provided with information on the duties and responsibilities and an interim rate shall be subject to negotiations between the Union and the Employer and, failing agreement, may be processed through the grievance procedure. Where the salary agreed to is above the interim salary, the difference shall be retroactive to the date of appointment in the new job.
- (b) Where the duties or volume of work in any classification are changed or increased to the extent that it appears that a change in salary level is warranted, or where an employee considers that he or she employee is incorrectly classified, the salary for the changed position shall be the subject of discussion between the Union and the Employer. If the parties fail to reach agreement, the matter may be processed through the grievance procedure. If it is established that a higher salary level is appropriate, the new salary shall be retroactive to the date the position was submitted for review.
- (c) The request for such review shall be in writing.
- (d) The Union shall be advised in reasonable time in advance where jobs above the working level are to be advertised at a different level than held by the previous incumbent.

28. EMPLOYEE BENEFITS

28.01 Group Life Insurance

- (a) The parties to this Agreement mutually agree that all employees of the Authority shall participate in a group life insurance plan which shall include accidental death and dismemberment and which will give effect, on the death of the employee, a beneficiary's award of twice the employee's current annual salary as at the anniversary date of the plan.

- (b) The premiums payable shall be borne by the Authority and all dividends from the plan shall accrue to the benefit of the plan.
- (c) The amount of insurance shall be reviewed annually on the anniversary date of the policy. Adjustments shall be increased upward to the nearest thousand.

28.02 Basic Medical Plan

Employees covered by this Agreement shall be entitled to apply for enrolment in the Medical Services Plan. The Authority will contribute one hundred percentum (100%) of the premiums of this plan.

28.03 Extended Health Care Plan

The Employer will provide an Extended Health Care Plan and will contribute one hundred percentum (100%) of the premiums of this plan.

28.04 Dental Plan

- (a) The Authority shall provide a plan as follows:
 - Dental Plan "A" - 90% cost coverage
white fillings on all teeth (replacement of current silver fillings restricted to evidence of cavities or breakdown)
 - Dental Plan "B" - 70% cost coverage
 - Dental Plan "C" - 55% cost coverage, with a lifetime maximum of three thousand dollars (\$3,000.00) per patient.
- (b) The Authority shall contribute one hundred percentum (100%) of the premiums for Plans "A", "B" and "C".

29. OCCUPATIONAL HEALTH AND SAFETY

29.01 Joint Occupational Health and Safety Committee

- (a) Pursuant to Article 9, a Joint Occupational Health and Safety Committee shall be established which shall be composed of two (2) representatives of the Employer and two (2) representatives of the Union. This Committee will meet and make recommendations to the Employer with a copy to the Union on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

- (b) A copy of all minutes of the meetings of the Committee shall be sent to the Union and the Employer.

30. TECHNOLOGICAL CHANGES

30.01 Notification

The Employer agrees to notify the Union as soon as possible and in any event a minimum of three (3) months in advance of the introduction of technological change which will result in the elimination of any present job classifications. In addition, the Employer will endeavour to inform the Union in advance of other significant technological advances or changes which do not result in the elimination of job classifications.

30.02 Retraining

The Employer agrees to provide up to three (3) months training where it is feasible and practical in order to qualify an employee for alternative employment within the Authority where that employee has sufficient seniority to entitle her or him to continued employment but where technological changes has resulted in the elimination of the employee's particular category.

30.03 Severance Pay

Employees whose categories are eliminated by technological change who are not able to continue as employees or who do not accept retraining, shall receive a separation allowance equal to one (1) week per year of service up to a maximum of twenty-six (26) weeks.

31. JOB SECURITY

31.01 Contracting Out

- (a) The Authority and the Union share a common desire to afford the best and broadest possible opportunity for job development to employees. To this end, opportunities for development afforded by project or duration work shall be offered to employees to the greatest extent possible, recognizing that some measure of re-deployment of the work force may be involved. To the same end, the Authority will, to the greatest degree practicable, minimize the contracting out of work requiring services normally provided by its employees.
- (b) The Employer agrees that if the need arises to contract out appraisal work, they will provide the Union with as much information as possible, in advance. In addition, any contract for appraisal work shall

include a stipulation that all pertinent notes be made available to the Employer so that the work can be turned back to the regular employees in subsequent years when sufficient staff are again available.

- (c) The Union agrees that it shall be the responsibility of the employees to bring to the attention of the Authority's representative responsible for such project or duration of work the expertise available to meet the needs of such work and further to propose reasonable alternatives for deployment of the work force where such is necessary.

31.02 Relocation of Offices - Guidelines

It is understood that there may be circumstances where it is necessary to relocate an office which results in twelve (12) or more additional miles of travel from home to work for an employee to his or her new office location with little or no change in the overall work load and staff complement. Where such a relocation is made, the following is agreed to:

- (a) The Employer shall notify the Union as soon as possible and in any event a minimum of six (6) months in advance of the specific date of the relocation of any office.
- (b) The Employer agrees to relocate disrupted employees of such an office. In any event, relocation expenses shall be paid as outlined in Schedules "D" 1 and "D" 2.
- (c) The Employer agrees to waive the two (2) year waiting period on lateral transfer when the employee relocates.
- (d) An employee who chooses not to relocate shall receive a separation allowance equal to one (1) week per year of service up to a maximum of twenty (20) weeks.
- (e) The Union and the Employer shall meet to resolve any specific problems which may arise as a result of an office relocation.

32. UNION LABEL

32.01 CUPE Union Label

- (a) In order that the general public shall be aware of the benefits of a unionized public service, the CUPE union label shall be displayed as prominently as possible throughout the service.

- (b) All uniforms supplied by the Employer and buildings of the Employer shall bear the union label.

33. Not Applicable.

34. GENERAL CONDITIONS

34.01 Field Trips

- (a) When a field assignment away from home exceeds three (3) weeks in duration, a regular employee will be able to return to her or his headquarters for a weekend at the end of a two (2) week period at the Employer's expense. This benefit does not apply to summer, temporary or other casual employees.
- (b) Travel time shall be on the employee's time and accommodation expenses for the weekend period, if any, shall be the employee's responsibility. The Employer shall specify the mode of transportation.
- (c) It shall not be mandatory for clerical employees to make field trips or attend courses which involve an overnight stay.

34.02 Posting of the Collective Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer will post a copy of the Agreement on the Employer's Intranet site.

35. BENEFIT RIGHTS

35.01 Retention of Previous Benefits

As outlined in Schedule "B" attached hereto and forming part of this Agreement.

36. Not Applicable.

37. GENERAL

37.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties so require.

38. TERM OF AGREEMENT

38.01 This Agreement shall be binding and remain in full force and effect from the 1st day of January 2004 to the 31st day of December 2005 and shall continue from year to year thereafter unless either party exercises its right to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

38.02 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

38.03 Revisions to the collective agreement shall be effective from the date of ratification by both Parties except as otherwise specified in the Memorandum of Agreement dated December 10, 2003.

IN WITNESS WHEREOF, the British Columbia Assessment Authority and the Canadian Union of Public Employees, Local 1767, have caused these Presents to be executed under the hands of their proper Officers, duly authorized in that behalf, as of the day and year first above written.

THE CORPORATE SEAL of the BRITISH COLUMBIA)
ASSESSMENT AUTHORITY was hereunto affixed by)
and in the presence of:)

_____)
Chief Executive Officer)
Assessment Commissioner)

_____)
Executive Director, Corporate Services)

SIGNED AND SEALED by the President and Secretary)
of the CANADIAN UNION OF PUBLIC EMPLOYEES,)
LOCAL NO. 1767)

_____)
President)

_____)
Secretary)

**SCHEDULE "A"
SCHEDULE OF WAGES**

**BRITISH COLUMBIA ASSESSMENT AUTHORITY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767**

JANUARY 1, 2004 - DECEMBER 31, 2005

BI-WEEKLY RATES

CLASS TITLE	GRID	Step 1	Step 2	Step 3	Step 4	Step 5
APPRAISAL AND RELATED CLASSES						
Property Inventory Collector	*	1188.42				
Appraiser Trainee	4	1188.42	1237.70			
Appraiser I	7	1525.84	1589.11	1655.00	1723.63	1795.10
Appraiser II	10	1863.25	1940.51	2020.98	2104.78	2192.06
Senior Appraiser	*	2285.36	2383.68	2474.50	2618.63	2723.38
Appraisal Systems Analyst	12	2088.19	2174.78	2264.96	2358.88	2456.70
Timber Appraiser II	10	1863.25	1940.51	2020.98	2104.78	2192.06
Research Officer	7	1525.84	1589.11	1655.00	1723.63	1795.10
Petroleum Appraiser Trainee	4	1188.42	1237.70			
Petroleum Appraiser I	7	1525.84	1589.11	1655.00	1723.63	1795.10
Petroleum Appraiser II	10	1863.25	1940.51	2020.98	2104.78	2192.06
ASSESSMENT CLERICAL CLASSES						
Clerk Trainee	2	963.48	1003.43	1045.04	1088.37	1133.50
Assessment Clerk I	3	1075.95	1120.57	1167.03	1215.42	1265.82
Assessment Clerk II	5	1300.89	1354.84	1411.02	1469.53	1530.46
Assessment Clerk III	7	1525.84	1589.11	1655.00	1723.63	1795.10
Office Supervisor	8	1638.31	1706.24	1776.99	1850.68	1927.42
DATA PROCESSING CLASSES						
Operations Services Representative	6	1413.36	1471.97	1533.01	1596.58	1662.78
Supervisor Operations Services	10	1863.25	1940.51	2020.98	2104.78	2192.06
Production Control Analyst	3	1075.95	1120.57	1167.03	1215.42	1265.82
Production Co-ordinator	10	1863.25	1940.51	2020.98	2104.78	2192.06
Production Scheduler/Tape Lib.	6	1413.36	1471.97	1533.01	1596.58	1662.78
Programmer Trainee	7	1525.84	1589.11	1655.00	1723.63	1795.10
Programmer Analyst I	10	1863.25	1940.51	2020.98	2104.78	2192.06
Programmer Analyst II	12	2088.19	2174.78	2264.96	2358.88	2456.70
Systems Analyst II	12	2088.19	2174.78	2264.96	2358.88	2456.70
Data Base Administrator	12	2088.19	2174.78	2264.96	2358.88	2456.70
Systems Architect	14	2313.14	2409.05	2508.95	2612.99	2721.34
FINANCIAL SERVICES CLASSES						
Accounting Clerk I	3	1075.95	1120.57	1167.03	1215.42	1265.82
Accounting Clerk II	5	1300.89	1354.84	1411.02	1469.53	1530.46
Accounting Clerk III	6	1413.36	1471.97	1533.01	1596.58	1662.78
Payroll Supervisor	10	1863.25	1940.51	2020.98	2104.78	2192.06
Purchasing Clerk	5	1300.89	1354.84	1411.02	1469.53	1530.46
Storekeeper	5	1300.89	1354.84	1411.02	1469.53	1530.46
Accounting Supervisor & Purchasing Off.	11	1975.72	2057.65	2142.97	2231.83	2324.38
ADMINISTRATIVE SUPPORT						
Clerk Typist I	2	963.48	1003.43	1045.04	1088.37	1133.50
Clerk Typist II	4	1188.42	1237.70	1289.02	1342.48	1398.14
Clerk Typist III	5	1300.89	1354.84	1411.02	1469.53	1530.46
Switchboard Operator	4	1188.42	1237.70	1289.02	1342.48	1398.14

SCHEDULE "A" - JANUARY 1, 2004 - DECEMBER 31, 2005 CONT'D.ALLIED CLASSES

GIS Technician	8	1638.31	1706.24	1776.99	1850.68	1927.42
Senior GIS Technician	9	1750.78	1823.38	1898.99	1977.73	2059.74
Legal Information Clerk	5	1300.89	1354.84	1411.02	1469.53	1530.46
Mapping Supervisor	12	2088.19	2174.78	2264.96	2358.88	2456.70
Assessment Information Services Co-or.	7	1525.84	1589.11	1655.00	1723.63	1795.10
Assessment Roll Systems-Methods An.	8	1638.31	1706.24	1776.99	1850.68	1927.42
Assessment Roll Systems Clerk	4	1188.42	1237.70	1289.02	1342.48	1398.14
Assessment Roll Systems Office Sup.	6	1413.36	1471.97	1533.01	1596.58	1662.78
Assessment Roll Systems Co-or.	10	1863.25	1940.51	2020.98	2104.78	2192.06
Communications Officer	*	1798.55	1871.30	1956.28	2036.37	2150.03
Communications Co-ordinator	11	1975.72	2057.65	2142.97	2231.83	2324.38

*Grids to be assigned

as at Dec. 31, 2000

SCHEDULE "B"

DISPOSITION OF OUTSTANDING ARTICLE 25 AND
SCHEDULE "B" ITEMS IN REFERENCE TO
THE 1977 COLLECTIVE AGREEMENT

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

BENEFITS NEGOTIATED BY THE UNION ON BEHALF OF
DESIGNATED EMPLOYEES REFERRED TO
UNDER ARTICLE 35 OF THIS AGREEMENT

1. SPECIAL SAVINGS PLAN

The Authority agrees to continue the one and one-half percentum (1 ½ %) payment to those listed until termination or retirement.

Sandra Badger
Sylvia Lui

Kenneth Myette
Robert Fillmore

It is understood that should a similar savings plan be later negotiated, the employees shall have the option of selecting the new plan or the one presently enjoyed.

2. CONTRIBUTORY SAVINGS PLAN

The Authority agrees to match contributions on one and one half percentum (1 ½ %) for the listed employees until termination or retirement.

P. G. Vaines
B.J. Dodich
G. Dolan

M. Roma
C. Bryant
W.J. Craig

E.K. Ellett
R. B. Miller

It is understood that should a similar contributory savings plan be later negotiated the employees shall have the option of selecting the new plan or the one presently enjoyed.

3. GRATUITY ARRANGEMENT

The Authority agrees that those employees who had an outstanding gratuity sick leave bank as of December 31st 1974 (see attached declaration) which has not been subsequently withdrawn will receive a payout in the following manner emanating from their individual collective agreements.

VANCOUVER

The minimum gratuity leave which shall be taken shall be five (5) days and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.

An employee or the employee's estate shall be entitled to payment in cash at the current rate of gratuity days accumulated in the event of normal retirement or termination or death.

C. A. Bryant	1 ½	B. J. Dodich	1 ½
E. K. Ellett	9 ½	P. G. Vaines	1
R. B. Miller	12		

SICK LEAVE - RETIREMENT PAYOUT (ARTICLE 23.03)

LANGLEY (DISTRICT)

Section 9 - Retirement

All employees retire at the end of the calendar year in which they reach their sixty-fifth (65th) birthday. Retirement at the end of the calendar year in which an employee reaches his or her sixty-fifth (65th) birthday shall not apply to those positions listed in Schedule "C" attached hereto. Upon retirement all employees shall be paid an amount equivalent to the accumulated sick leave to their credit to a maximum of seventy-five (75) days, multiplied by the daily rate of pay at retirement.

H. Chiang	34 days	C. S. Closkey	13 ¼ days
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B. C. GOVERNMENT

Section 18.06

An employee scheduled to retire and receive a superannuation allowance under the Public Service Superannuation Act, or who has reached the mandatory retiring age shall be entitled to:

- a) Special paid leave for a period equivalent of 40 per cent of the employee's accumulated sick leave credit up to a maximum of two hundred and fifty (250) working days to be taken immediately prior to retirement, or
- b) A special cash payment of an amount equivalent to the cash value of 40 per cent of her or his accumulated sick leave credit up to a maximum of two hundred and fifty (250) working days to be taken immediately prior to retirement and based upon the employee's current rate of pay.

L. Brost	27 ½	A. Jansen	15 ¾
R. McLeod	100 ½	J. Wilkinson	29 ¼
K. F. Langford	15 ¼	R. Mitchell	135 ¼
C. Crawley	16 ¾	L.L. McLeod	2 ¾
M.E. Rutledge	41	G. Johnston	32
G.E. Munch	18 ¾	J. Wagner	122 ½
M.K. Williams	146 ½	H. Lexa	89 ¾
J. Lim	12 ½	A. Siegfried	13 ¾
Z.B. Nagy	18 ¼	H. Pearson	13 ¾
F.A. Johnston	13 ¾	G. Carlson	24 ¾
K. Neufeld	26 ½	M. Tredwell	18
P. Molnar	163 ¾	L. Walda	15 ¾
J. Dawson	34 ½	W. J. Pittendreigh	62 ¾
A.J. Molyneaux	43 ¼	S. Glover	23 ¾
I.E. Antak	27 ½	M.E. Whitney	12 ¾
G. Santucci	14 ¼	R. Low	28 ½
G. Mousseau	82 ¾	M.R. Thompson	38 ¾
M.P. Meyer	48	J.S.C. Louie	31 ¼
A. Cooper	20 ½		

6. It is understood and agreed that the foregoing additional amounts (Sections 1 to 3) will be considered to be completely separate and distinct from the regular monthly salary for all administration purposes.

7. It is understood and agreed that there shall be a grace period of ninety (90) calendar days from the date of signing of the contractual agreement (July 21st 1978). This is to cover items 1 to 5 inclusive for any errors or omissions to ensure eligible employees are on the list and/or number of days are correct.

This section complied with October 23rd 1978 at an Employer/Union meeting as finalized.

8. It is agreed that all existing claimants as listed above shall, where required or when requested, supply the Union and the Authority a written application stating claim, previous union, section claimed under and/or proof of days entitled if applicable.
9. It is understood that Schedule "B" will be subject to continual revision as claimants are deleted from the list.

SCHEDULE "D" 1

TRANSFER ASSISTANCE

REIMBURSEMENT OF TRANSFER COSTS INCLUDING
TRANSPORTATION OF HOUSEHOLD GOODS AND EFFECTS

BRITISH COLUMBIA ASSESSMENT AUTHORITY

These reimbursements shall apply only to those transferred employees entitled to reimbursement of the costs of transportation of household goods and effects.

(a) Transportation of Household Goods and Effects

- i) The employee shall supply the Employer with three (3) quotations of costs from certified moving companies. All quotations must be consistent and contain the same items. These quotations must be completed on the Employer's bid form, a blank copy of which is attached. The Employer shall pay the moving company in accordance with the following:
 1. Movement of household and personal effects between the point specified in the quotation.
 2. No overtime charges are to be levied unless authorized in writing. Packing and unpacking, insurance (rate per \$1,000.00 of coverage), hoisting, appliance hook-up and disconnection charges (no repiping, wiring, or extensions are to be included) are to be firm as per estimate.
 3. Mileage charges on invoices will be paid on the basis of actual weights and must be supported by copies of Government weight scale tickets.
 4. Storage in transit for a maximum of thirty (30) days is authorized on the cost per pound basis quoted in the estimate.
 5. Freezer contents to be shipped via most economical method. No guarantee written or implied to be given as to safe arrival at destination.
- ii) When an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
 1. \$450 for a move not exceeding a distance of 240 kilometres;

2. \$750 for a move which exceeds a distance of 240 kilometres.

(b) Search and View

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 (5) days with pay for search and view.

Employees entitled to (a) above may also claim reimbursement for costs incurred with a search of residence at the new location. The claim shall be as follows:

1. Up to six (6) nights reasonable motel or hotel lodging for the employee and spouse. Receipt for motel or hotel lodging is required.
2. Up to six (6) days meal allowance (rate as specified in Article 25.14 of current collective agreement) for the employee and spouse. Motel or hotel lodging receipts are required before a claim may be made for the meal allowance reimbursement.
3. Transportation costs to and from the new location for the employee and spouse. Mode of transportation to be specified by the Employer. Should the normal mode of transportation be via motor vehicle, and an Authority vehicle can be made available, it must be used.

(c) Transfer Cost of Employee

Employees entitled to (a) above may also claim the costs of transporting themselves, spouse and children who are under the age of 21 years, to the new location. Should the transfer date and employment date not coincide, by application in writing, the Employer shall reimburse the employee the transportation costs to return to his or her original residence to accompany his or her family to the new location. In all cases the mode of transportation shall be specified by the Employer.

(d) Living Allowance

1. Employees entitled to claim (a) may also claim up to twenty-one (21) days reasonable motel or hotel reimbursement for the employee, spouse and children. Receipts are required.
2. Employees entitled to claim (a) may also claim up to twenty-one (21) days meal allowance for employee, spouse and fifty percentum (50%) for each child, for each day a reimbursement claim was made in No. 1 above. The meal allowance shall be that as specified in Article 25.14 of the current collective agreement between the Employer and CUPE 1767.

(e) Incidental Expenses

If an employee is eligible for "Transportation of Household Goods and Effects" as outlined in (a) above, the employee is eligible for an allowance of six hundred dollars (\$600.00) to assist with incidental moving expenses after an employee has found suitable accommodation at the new location.

(f) Changes

Application for any change or alteration to the above must be made in writing addressed to the Controller. All authorizations for changes will be made in writing and must be in the hands of the employee before any commitment is made.

SCHEDULE "D" 2

TRANSFER ASSISTANCE

REIMBURSEMENT OF REAL ESTATE FEES AND COSTS

BRITISH COLUMBIA ASSESSMENT AUTHORITY

This shall apply to those employees entitled to reimbursement of real estate fees. If the transaction or transactions involve multiple dwelling (duplex, triplex, etc.) all reimbursements shall be pro-rated.

1. Real Estate Fees

Reimbursement of costs of the real estate fee shall be the least of: seven percentum (7%) of sale price or eight thousand dollars (\$8,000.00) or the amount charged by a real estate agency. This shall be payable upon the sale of the employee's principal place of residence (or employee's spouse and children's principal place of residence) which was owned by the employee (or jointly by the employee and spouse) prior to the transfer date.

An employee who has sold their private dwelling house in which they resided immediately prior to the date of the appointment to the new position, without the aid of a realtor, shall be entitled to claim three thousand dollars (\$3,000.00) and shall not be eligible for reimbursement as described above.

This reimbursement may be claimed up to one (1) year after the transfer has taken place.

2. Legal Costs

If an employee is entitled to No. 1 above a claim may also be made for the following legal costs incurred when purchasing a dwelling within one (1) year from the transfer date, to be occupied by the employee and/or spouse and children.

- (a) Registration of Deed
- (b) Land Registry Searches
- (c) Registration of Mortgage
- (d) Certificate of Encumbrances
- (e) Photocopy Costs incurred by Legal Counsel
- (f) Telephone Costs incurred by Legal Counsel
- (g) Filing Fees
- (h) Miscellaneous Office Expenses incurred by Legal Counsel

Only legal costs as specifically stated above are eligible for reimbursement.

3. Legal Fees

If an employee is entitled to No. 2 above a claim may also be made for the following:

- (a) Solicitor's fee in respect to an Agreement for Sale where a new dwelling house is purchased.
- (b) Solicitor's fee in respect of discharge of encumbrances against the former residence.
- (c) Solicitor's fee for conveyance of Title.

Only legal fees as specifically stated above are eligible for reimbursement. Unacceptable expenses under the phrase "legal fees" are:

- (a) Solicitor's fee and disbursements in respect of an Agreement for Sale (includes Land Registry fees and searches) where the former residence is sold. These items are the responsibility of the purchaser.
- (b) Appraisal fees in respect of establishing a fair market value on the purchase of a new dwelling house.
- (c) Survey fees in respect of establishing proper boundaries on the purchase of the new dwelling house.
- (d) Disbursements for interest penalty in discharging a mortgage.
- (e) Legal expenses incurred in the sale of the former residence or the purchase of the new residence where due to financing, legal or other unforeseen problems, the deal is not completed.
- (f) The employee's dwelling house contains revenue producing living accommodation which entail extra legal costs or fees. Extra costs are not payable or the total cost is pro-rated in proportion to the floor area involved.
- (g) All costs in obtaining, and investigating, a new mortgage.

4. Changes

Application for any change or alteration to the above must be made in writing addressed to the Controller. All authorizations for changes will be made in writing and must be in the hands of the employee before any commitment is made.

#1

MEMORANDUM OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

Joint Productivity Committee

The Parties acknowledge that the concept of gainsharing provides an opportunity for the employer and the union to work in a cooperative manner in order to identify operational efficiencies while ensuring the maintenance of assessment roll quality, exceptional customer service and fiscal responsibility. In this regard the Parties agree to establish a joint productivity committee pursuant to Article 9.01 and 9.02 of the Collective Agreement, comprised of two union representatives and two employer representatives.

The Committee will meet at least quarterly to discuss and make recommendations that:

- identify improvements in processes and work practices
- identify enhancements in the delivery of services to the public in an efficient and cost effective manner
- identify innovations
- identify efficiencies throughout the organization

These recommendations will be reviewed by representatives of the Executive Committees of both Parties prior to submission to the Assessment Commissioner.

Further the Committee will:

- monitor the results of the gainsharing formula
- communicate the results of this initiative
- make recommendations to the Parties for future development of this program including the measurement criteria

The Parties further agree on the criteria for measurement of gainsharing.

The average of (a) and (b) will form the basis for the amount of gainsharing

- (a) new construction value divided by net taxable school value on the completed roll for the current roll year, expressed as a percentage, less percentage increase in the FTEs for the calendar year,
- (b) increase in folio count, expressed as a percentage, less percentage increase in FTEs for the calendar year,

The above to be applied as per the attached formulas.

The Parties agree the bargaining unit's share will be one-half of any gain in the percentage increase in productivity as measured above to a maximum of 5% of each employee's wages earned for January 1st to December 31st inclusive, in the measurement year. The Parties recognize that the payment formula could result in a share of less than 5%.

The gainsharing amount will be in a lump sum payment to employees who are employed as of December 31st in the measurement year.

The gainsharing amount will be calculated as of December 31st each year and any payment will be made in the first pay period in March of the following year, commencing March 2002.

There will be no gainshare if, for the current year on the completed residential assessment roll in British Columbia:

- (a) the median assessment-to-sales ratio is less than 95 percent,
- (b) the coefficient of dispersion is greater than 10 percent, or
- (c) the price-related differential is less than .98 or greater than 1.03.

This memorandum will expire December 31, 2005 with the final lump sum payment made in March 2006.

March 2005 Payment

Formula (a)

$$\left[\left(\frac{NCV\ 2005}{SV\ 2005} \times 100 - \frac{FTE\ 2004 - FTE\ 2003}{FTE\ 2003} \times 100 \right) + \left(\frac{NCV\ 2004}{SV\ 2004} \times 100 - \frac{FTE\ 2003 - FTE\ 2002}{FTE\ 2002} \times 100 \right) + \left(\frac{NCV\ 2003}{SV\ 2003} \times 100 - \frac{FTE\ 2002 - FTE\ 2001}{FTE\ 2001} \times 100 \right) \right] / 3$$

Formula (b)

$$\left[\left(\frac{\text{Folio2005} - \text{Folio2004}}{\text{Folio2004}} \times 100 - \frac{\text{FTE2004} - \text{FTE2003}}{\text{FTE2003}} \times 100 \right) + \left(\frac{\text{Folio2004} - \text{Folio2003}}{\text{Folio2003}} \times 100 - \frac{\text{FTE2003} - \text{FTE2002}}{\text{FTE2002}} \times 100 \right) + \left(\frac{\text{Folio2003} - \text{Folio2002}}{\text{Folio2002}} \times 100 - \frac{\text{FTE2002} - \text{FTE2001}}{\text{FTE2001}} \times 100 \right) \right] / 3$$

March 2006 Payment**Formula (a)**

$$\left[\left(\frac{\text{NCV2006}}{\text{SV2006}} \times 100 - \frac{\text{FTE2005} - \text{FTE2004}}{\text{FTE2004}} \times 100 \right) + \left(\frac{\text{NCV2005}}{\text{SV2005}} \times 100 - \frac{\text{FTE2004} - \text{FTE2003}}{\text{FTE2003}} \times 100 \right) + \left(\frac{\text{NCV2004}}{\text{SV2004}} \times 100 - \frac{\text{FTE2003} - \text{FTE2002}}{\text{FTE2002}} \times 100 \right) \right] / 3$$

Formula (b)

$$\left[\left(\frac{\text{Folio2006} - \text{Folio2005}}{\text{Folio2005}} \times 100 - \frac{\text{FTE2005} - \text{FTE2004}}{\text{FTE2004}} \times 100 \right) + \left(\frac{\text{Folio2005} - \text{Folio2004}}{\text{Folio2004}} \times 100 - \frac{\text{FTE2004} - \text{FTE2003}}{\text{FTE2003}} \times 100 \right) + \left(\frac{\text{Folio2004} - \text{Folio2003}}{\text{Folio2003}} \times 100 - \frac{\text{FTE2003} - \text{FTE2002}}{\text{FTE2002}} \times 100 \right) \right] / 3$$

Where:

- Folio = folio count as reported for the completed roll on the NC401 report.
 NCV = new construction value as reported on the completed roll on the RM105 report
 SV = net taxable school value as reported on the completed roll on the RG117 report.
 FTE = total hours of work for all employees where 1827 hours of work equals one FTE.

#2

MEMORANDUM OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

Leave for Less than Full Time Work

An employee with a minimum of three (3) years of service may apply to work less than full-time for up to two consecutive years. Requests are to be made forty-five (45) working days prior to anticipated commencement. Consideration of any requests will be subject to operational demands, including but not limited to, training and field programs. Notwithstanding any other provision of the collective agreement, an employee approved for such requests will have the following apply:

The employee must work a minimum of thirty-five (35) hours during a two-week averaging period, scheduled at the local level and will be eligible for benefits as follows:

1. The employee will be responsible, on a pro rata basis, for the cost of maintaining the following benefits:
Medical, Dental, and Extended Health

For example; an employee working 35 hours per averaging period (1/2 time) will be responsible for 1/2 of the premiums).
2. Sick Leave and special leave will apply only to the time the employee is scheduled to work.
3. The following will be earned on a pro rata basis:
Vacation, statutory holidays, seniority, increments, trial period, probation and progression.
4. Group Life and Long Term Disability benefits will be based on the less than full time income earned pursuant to this working arrangement. Employees wishing to maintain full group life coverage may do so by paying the additional premiums required.
5. Superannuation, Canada Pension Plan and Employment Insurance will be in accordance with applicable legislation.

One (1) months written notice must be given to the Employer should the employee wish to return to full-time work prior to the agreed upon date. The Employer will endeavor to accommodate this request, approval shall not be unreasonably withheld.

This memorandum will be effective the date of the signing of the collective agreement.

Signed at the City of Victoria, in the Province of British Columbia, this 14th day of June, 2001.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

"D. Rundell"

"M. Meyer"

"C. Fair"

"C. Williams"

#3

MEMORANDUM OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

The above-noted parties hereby agree that any further action on Job Evaluation will be by mutual consent.

Dated at the City of Victoria, in the Province of British Columbia, this 30th day of April, 1979.

SIGNED on behalf of the
BRITISH COLUMBIA ASSESSMENT AUTHORITY

SIGNED on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

"D. C. Morton"

"J. T. Gwartney"

"Clark R. Hiles"

"Susan A. Rutledge"

#4

MEMORANDUM OF UNDERSTANDING NO. 102

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

The above-named parties to the contractual Agreement, HEREBY AGREE EACH WITH THE OTHER that the provisions of Article 25.12 (Over-Salary Range Employees) of the aforesaid Agreement shall not apply to the employees named in this Memorandum of Understanding No. 102. HOWEVER, these "grandfathered" salary ranges shall not be considered to be of any precedential value in the future application of Article 25.12.

They shall receive the rates of pay effective January 1, 2001, January 1, 2002, and January 1, 2003 as set out below so long as they remain in the "Appraiser I" category.

<u>YEAR</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Effective January 1, 2001	1552.55	1626.87	1695.35	1763.90	1862.47
Effective January 1, 2002	1591.36	1667.54	1737.73	1808.00	1909.03
Effective January 1, 2003	Cost of Living Clause (COLA)				

OFFICE

NAME OF EMPLOYEE

Courtenay

L. Walda

Vancouver

W. J. Craig

Employees named in this Memorandum shall continue to receive any and all future negotiated increases.

SIGNED at the City of Victoria, in the Province of British Columbia, this 14th day of June, 2001.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

"D. Rundell"

"M. Meyer"

"C. Fair"

"C. Williams"

#5

MEMORANDUM OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

Re: Article 24.01 (a) 4 – Serious Household or Domestic Emergency

This is to confirm our understanding that pursuant to the above Article, illness of a dependent child of an Employee may be considered as leave of an emergency nature when no one in the Employee's home other than the Employee can provide for the needs of the ill child and to allow the employee one (1) day to arrange for the care of the ill child. The Employer may request medical evidence from a licensed medical practitioner to support the reason for the leave when it appears that a pattern of consistent absence is developing.

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, the employee may request leave of an emergency nature up to one day per calendar year.

Exceptional Medical/Dental Travel

In areas where adequate medical and dental facilities are not available, an employee may request leave for up to one day to a maximum of four days (4) days per calendar year for travel/treatment to the nearest appropriate medical facility. The employer may request medical evidence to support the reason for the leave.

Signed this 16th day of January, 2004.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

#6

LETTER OF UNDERSTANDING

Between:

B.C. ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1767

The above noted parties to the contractual Agreement HEREBY AGREE EACH WITH THE OTHER to the following points dealing with field travel:

1. Where practical and subject to operational requirements, the Employer and/or its designated supervisor shall provide reasonable advance notice to an employee prior to approved overnight field trip assignments away from home.
2. When required, an employee will be eligible for a 'special travel advance' if the approved travel status assignment is of a long duration or there is some other unusual circumstance requiring abnormal use of funds. In this circumstance the Authority wishes to insure that an employee has an advance sufficient to cover her or his expenses.
3. The Employer has no objection to an employee 'securing but not claiming' accommodation with 'kitchen units', i.e. the employee bears the additional cost of the accommodation. Of course, if additional working space is required necessitating kitchen unit type accommodation and prior approval is obtained, costs will be paid by Employer.
4. Subject to Article 34.01, upon the approval of the manager, when an employee has requested to return home at the end of a work week and the field assignment away from home is a relatively short driving and/or ferry distance, the use of Authority vehicles or payment of Continuous Use Vehicle reimbursement and approved ferry travel costs may be allowed. Approval for use of Authority vehicles or pay of Continuous Use Vehicle reimbursement for this purpose shall not be unreasonably withheld.

Dated this 11th day of October, 1988.

"T. Johnstone"
B. C. ASSESSMENT AUTHORITY

"D. Robson"
C.U.P.E. LOCAL 1767

#7

LETTER OF UNDERSTANDING

Between:

B.C. ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1767

Spouse is defined to mean the wife or husband of an employee, or a person with whom an employee cohabits and has cohabited as spouses (same or opposite sex) for at least two (2) continuous years and the employee has signed a declaration or affidavit that he/she has been living together in a common-law relationship.

Subject to the conditions of this Letter of Understanding, the Employer's carriers of Medical, Extended Health and Dental benefits will provide eligibility for same sex benefits coverage. Effective January 1, 1995.

Signed this 10th day of September, 1994.

"M. Currie"

PRESIDENT
C.U.P.E. LOCAL 1767

"N.C. Parry"

DIRECTOR OF PERSONNEL
B.C. ASSESSMENT AUTHORITY

#8
LETTER OF INTENT

Between:

B.C. ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1767

RE: UNION SAVINGS PLAN

If the union should develop a 'Union Savings Plan', the 'Employer' agrees to allow payroll checkoff of contributions.

Listed herein are requirements that the Plan must stipulate:

1. The Plan is non Employer funded, i.e. the fund is funded solely by the union members.
2. The Plan shall advise all of the union members that the Employer does not assume any responsibility for disposition of the money.
3. Any administration costs shall be borne by the union. Acceptance by the Employer is contingent on no additional costs to the Employer with the exception of those associated with the payroll deduction system.
4. The Plan shall contain sufficient and mutually acceptable administrative procedures, forms, structure, etc. to cover the Employer and render it harmless, i.e. indemnified.
5. The Plan shall contain the required administrative structure for communication of employees with the union and between the union and head office administration.
6. Each employee participating in the plan shall therefore be required by the union to sign a declaration advising that he or she participates in the Plan, acknowledges that the Plan is a union run plan and that the Employer assumes no liability in connection with the administration of the Plan.
7. The union indemnifies and saves harmless the Employer from any and all actions and causes of action which may arise in connection with administration of the Plan (including legal costs).

The Employer shall deduct from each participant in the Plan, the amount specified in accordance with the Plan requirements.

continued

Letter of Intent
BCAA & Local 1767

Deductions shall be made from the payroll check of each participant in the Plan and a check for each 4 week period will be forwarded to the trustee of the Plan within 10 days of the second deduction accompanied by a list of the names of each participant, and the amount deducted.

The union recognizes that there will be no instant tax credits resultant from this plan.

Signed this 10th day of July, 1990.

"M. Currie"

M. CURRIE
PRESIDENT
C.U.P.E. LOCAL 1767

"N.C. Parry"

N.C. PARRY
DIRECTOR OF PERSONNEL
B.C. ASSESSMENT AUTHORITY

#9

MEMORANDUM OF UNDERSTANDING

Between

BRITISH COLUMBIA ASSESSMENT AUTHORITY

And

CANADIAN UNION OF PUBLIC EMPLOYEES

Local 1767

The Employer agrees that effective January 1, 1991 respecting the reimbursement of professional membership dues for non appraisal staff:

1. There will be only one professional membership due reimbursed for any position even though an employee may be fully accredited in more than one association.
2. The professional membership dues for one organization shall only be reimbursed when an employee is "fully accredited in an association that is directly related to the position class specification occupied by an employee", i.e. candidate or student fees shall not be paid. The association shall be a body in which the continuation of membership is required to maintain the professional designation.
3. No liability insurance or any other fee shall be reimbursed.
4. Original receipt must be submitted by December 31 of the calendar year for reimbursement for that year.

An employee claiming payment under this memorandum is not entitled to payment under Memorandum of Understanding #16

Signed this 11th day of December, 1998.

ON BEHALF OF THE
BC ASSESSMENT

ON BEHALF OF THE
CUPE LOCAL 1767

"D. Driscoll"

"M.A. Currie"

"D. Rundell"

"M. Jarrett"

EFFECTIVE January 1, 1999

#10

MEMORANDUM OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

The Parties agree that effective June 14th, 2001 (date of signing of Collective Agreement) respecting grievances for permanent job vacancies resulting from the selection competition process filed on or after that date, the following applies:

1. Prior to the meeting at Step 2 of Article 12.04 of the Collective Agreement, the Employer will make available for inspection written exams, oral exams, exam results, rating sheets and application forms and any other document the Employer relied upon to reach its decision, ("documents") of any and all grievors and the successful candidate in the competition;
2. Pursuant to the grievance procedure steps, the approved Union designated officers which are entitled to inspect the documents are: the grievor, the Union's Regional Director, the Union's Local Agent, Chief Grievance Officer, Local Union President and C.U.P.E. National Representative and Counsel;
3. The said persons will be given a reasonable time to review the documents in a private location selected by the employer on the same day just prior to meeting with the Employer Executive Director as contemplated in Step 2 of the Grievance Procedure;
4. No copies of the documents will be made. Any notes taken concerning the documents shall remain in confidence with the CUPE 1767 Grievance Committee at the conclusion of the meeting with the Employer Executive Director at Step 2;
5. The Parties agree that the same documents will be available for inspection on the same conditions, except as to the timing, by the successful candidate should the successful candidate wish to exercise this right;

.../2

6. At the conclusion of the Step 2 meeting with the Employer Executive Director, all documents will be returned to the Employer Executive Director;
7. The same procedure that applied at Step 2 will also apply at the Step 3 meeting between the Union and the Chief Executive Officer & Assessment Commissioner or her or his designates;
8. In the event that the parties do not reach resolution of the grievance and arbitration is instituted, upon receipt of a written request from the Union and a written undertaking as to the disposition of such documents in a form satisfactory to the Employer, the Employer shall provide the Union with copies of the documents within a reasonable time of such request. The Union shall undertake not to copy or allow to be copied the documents and not to release the documents to any persons other than those referred to. The Union shall undertake not to use the documents for any purpose other than the arbitration and the documents will be returned to the Employer forthwith at the conclusion of the proceeding before the arbitrator.

Signed at the City of Victoria, in the Province of British Columbia, this 14th day of June, 2001.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

"D. Rundell"

"M. Meyer"

#11

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

RATES OF PAY FOR CERTAIN TECHNICAL SERVICES POSITIONS

1. Pursuant to Article 27.03, the Employer and the Union have discussed the rates of pay for certain Technical Services positions. The positions have been in effect for some time and the incumbents are being paid in accordance with Schedule "A" of the Collective Agreement.
2. The Union states that they will grieve the appropriateness of the pay rates.
3. The Employer has heard the Union's position but will argue that the grievances are not timely in accordance with Article 12 of the Collective Agreement.

Signed at the City of Vancouver, in the Province of British Columbia, this 28 day of July, 1992.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

"N.C. Parry"

"M. Currie"

#12

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

RESPECTING ARTICLE 3.01, DEFINITION OF THE BARGAINING UNIT

1. It is agreed that the "secretaries to regional directors" are excluded from the bargaining unit. Article 3.01 will be amended accordingly.

The parties have agreed that there are currently three secretaries to be excluded in this regard and, if other Regional Directors' secretaries are to be excluded in the future, their job duties must be of the same nature as the three secretaries now excluded.

Signed at the City of Victoria , in the Province of British Columbia, this 21st day of November, 1996.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

"T. Johnstone"

"M. A. Currie"

#13

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

JOB EVALUATION PROGRAM

- a) The Employer and the Union are agreed on the principle of implementation of a joint job evaluation plan which serves the objectives of pay equity, provides gender neutral job evaluation factors which distinguish between levels of responsibility and allows for external pay comparison.
- b) Commencing with meetings to be held within one month of the signing of this collective agreement, the Employer and the Union will attempt to agree upon the means of achieving such a joint plan by means of a technical committee. The committee shall consist of 4 representatives of the Employer and 4 representatives of the Union. The committee shall be co-chaired by a representative of the Employer and the Union. Employees serving as members of the committee shall not suffer any loss of pay for time so spent.
- c) If the parties are unable to come to agreement by January 31, 1993 on the framework for introducing the joint evaluation plan, Brian Foley will provide binding recommendations as to how this objective is to be achieved.

Signed at the City of Victoria, in the Province of British Columbia, this 28th day of September, 1992.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

"J. Taylor"

"M. Currie"

"T. Johnstone"

"M. Jarrett"

#14

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 1767

Pay Equity

Pursuant to the June 13, 1994, Public Sector Employers' Council Guidelines Regarding Pay Equity.

1. When the Employer and the Union agree to implement a new job evaluation system as a result of the September 28, 1992 Letter of Understanding, the Employer will implement upward pay equity adjustments, if required, which flow from the new job evaluation system to a maximum annual impact of up to one (1%) percent increase of the basic straight time bargaining unit bi-weekly payroll, for a maximum period of two (2) calendar years from and including the year in which the new job evaluation system is implemented. A sum equivalent to 1% of the 1994 and 1995 basic straight time bargaining unit bi-weekly payroll will be made available for this purpose.

In addition, any foregoing annual adjustment will only be applied provided that there have been no compensation increase changes applied to exacerbate pay inequality and, secondly, any pay equity adjustment will only go to undervalued female dominated position classes as supported by the job evaluation program.

2. This letter of understanding will expire December 31, 1997.

Signed at the City of Vancouver, in the Province of British Columbia, this 21st day of November, 1996.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
LOCAL 1767

"T. Johnstone"

"M.A. Currie"

#15

LETTER OF INTENT

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

During the current round of bargaining the parties have thoroughly examined the issues surrounding Job Evaluation and Pay Equity, as outlined in Memorandums 13 and 14 of the Collective Agreement. The parties have made progress toward resolution; however, it is mutually agreed to continue discussions on these matters, as well as refer to Brian Foley who will provide binding recommendations as to how these objectives are to be achieved, consistent with Memorandum of Understanding 13.

Signed at the City of Victoria, in the Province of British Columbia, this 11th day of December, 1998.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

"D. Driscoll"

"M.A. Currie"

"D. Rundell"

"M. Jarrett"

#16

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

Consistent with the strategic plan of BC Assessment to promote professional accreditation within the appraisal classification, the following professional membership allowance will be implemented in lieu of reimbursement of professional membership dues.

1. There will be only one professional membership allowance paid for any position even though an employee may be fully accredited in more than one association; for example both AACI and RI (BC).
2. The professional membership allowance shall be two times the amount of the professional membership dues where an employee:
 - has and maintains an AACI designation, or
 - holds the RI(BC) designation and has completed the urban land economics diploma program (appraisal option or real estate tax assessment option).
3. Employees who achieve AACI designation or RI(BC) designation and have completed the Urban Land Economics diploma program (appraisal option or real estate tax assessment option) on or after January 1, 2001, will be reimbursed for their previous 2 years of membership fees.
4. Membership dues do not include liability insurance or any other fee.
5. Receipts confirming the payment of the appropriate membership dues must be submitted by December 31 of the calendar year for payment of the allowance for that year or the previous 2 years as referenced in #3 above.

An employee claiming payment under this memorandum is not entitled to payment under Memorandum of Understanding #9 or Letter of Understanding #17.

Signed this 14th day of June, 2001.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

"D. Rundell"

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

"M. Meyer"

#17

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 1767

The Employer agrees that employees who hold a CRA designation as of the date of ratification of the 2001 Collective Agreement are eligible to submit for reimbursement of CRA professional membership dues subject to the following:

1. There will be only one professional membership reimbursed for any position even though an employee may be accredited in more than one association or hold more than one professional designation.
2. The CRA professional membership dues reimbursement will be for the actual cost of the dues only.
3. Receipts confirming the payment of the appropriate membership dues must be submitted by December 31 of the calendar year for payment of the dues for that year.

Signed this 14th day of June, 2001.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

"D. Rundell"

"M. Meyer"

#18

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

Hours of work

It is recognized that employees may have special needs based on location and/or family circumstances such as difficult commutes, childcare, elder care, etc. In such circumstances, an employee may submit a schedule of work commencing no sooner than 7:00 a.m. and finishing no later than 7:00 p.m., provided that the schedule is designed to meet operational requirements and to provide efficient service to the public.

Approval shall not be unreasonably withheld.

Signed this 14th day of June, 2001.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

"D. Rundell"

"M. Meyer"

#19

LETTER OF INTENT

Between:

B.C. ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1767

The parties recognize that a fair, consistent, effective and efficient competition selection process is in the best interest of the organization and its employees.

With regard to competitions, the Employer invites the Union to notify Human Resources of any concerns prior to the selection process.

Upon request, the Employer agrees to provide the Union with the name of the interview panel members.

Signed this 16th day of January, 2004.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

Expires December 31, 2005

#20

LETTER OF UNDERSTANDING

Between:

B.C. ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1767

It is agreed that 16.02 (d) does not apply to permanent and acting employees pursuant to Article 16.04 (b) in Appraiser III & IV positions, in their current location as of the date of ratification of the Collective Agreement.

Signed this 14th day of June, 2001.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

"D. Rundell"

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

"M. Meyer"

#21

LETTER OF UNDERSTANDING

Between:

BRITISH COLUMBIA ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

With regard to posting of bargaining unit positions, it is agreed that during the period January 1, 2004 to December 31, 2005, preference will be given to internal applicants where there is a sufficient pool of qualified internal applicants.

This Letter of Understanding will expire December 31, 2005.

Signed this 16th day of January, 2004.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

#22

LETTER OF UNDERSTANDING

Between:

BRITISH COLUMBIA ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

With respect to classification levels in effect on the date of ratification of the Collective Agreement, an employee appointed as an Assessment Clerk II, step 5 will retain their current rate of pay when they are acting in or promoted to an Appraiser I, step 1.

Signed this 16th day of January, 2004.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

#23

LETTER OF UNDERSTANDING

Between:

BRITISH COLUMBIA ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1767

Implementation of Article 25.03 Increments

As at the date of ratification of the Collective Agreement, it is agreed that the effective date(s) of implementation of Article 25.03 are:

- (a) Article 25.03 is effective for all employees hired, promoted or reclassified subsequent to the ratification of the Agreement.
- (b) For other employees who are not at the top step of their classification or classification series as of the date of ratification, increment adjustment dates will be the earlier of the employee's January or July adjustment date or the anniversary of twelve (12) months from their start date in their current classification or classification series.

Signed this 16th day of January, 2004.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

#24

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

With respect to classification levels in effect on the date of ratification of the Collective Agreement, the Parties agree that the salary rate of an Assessment Clerk II, Step 5 substituting/acting in an Office Supervisor position shall be Step 2 of the Office Supervisor pay range and that the salary rate of an Assessment Clerk II promoted to an Office Supervisor shall be Step 3 of the Office Supervisor pay range.

Signed this 16th day of January, 2004.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

#25

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

Appraiser II Accreditation/Designation

Consistent with the strategic direction of BC Assessment to promote professional accreditation/designation within the Appraisal II classification, those Appraiser II's who meet the following criteria will receive an amount of \$65.00 bi-weekly in addition to their current bi-weekly base rate of pay:

- Has and; maintains an AACI designation, or
- Holds the RI(BC) designation and has completed the Urban Land Economics Diploma program (Appraisal Specialization or Assessment Specialization)

Signed this 16th day of January, 2004.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

#26

LETTER OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA ASSESSMENT AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

Appraiser II Accreditation/Designation

In order to support Appraiser II's in their progression to full accreditation, those Appraiser II's who hold a CRA designation as of January 1, 2004 and continue to maintain that designation will receive an amount of \$32.50 bi-weekly in addition to their Appraiser II bi-weekly base rate of pay for a two (2) year period, January 1, 2004 to December 31, 2005.

Signed this 16th day of January, 2004.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

Expires December 31, 2005

#27

LETTER OF INTENT

Between:

B.C. ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1767

Transportation Reimbursement

The provisions of Articles 25.06, 25.07, 25.08 and Schedule "C", as noted in the 2001—2003 Collective Agreement remain in effect for all employees whose vehicles are designated as continuous use vehicles as of the date of ratification of the Collective Agreement until November 30, 2004.

Signed this 16th day of January, 2004.

ON BEHALF OF THE
BRITISH COLUMBIA ASSESSMENT
AUTHORITY

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1767

The following provisions - Article 25.06, 25.07, 25.08, and Schedule C - remain in effect for the period January 1, 2004 to November 30, 2004.

25.06 Transportation Reimbursement

- (a) Employees required to travel for business purposes on behalf of the Employer shall be:
 - 1. Reimbursed for the costs of such transportation when the facilities of a licensed carrier are used.
 - 2. Provided by the Employer with a motor vehicle or other suitable transportation facility.

In all cases of travel requirements, the mode of transportation shall be determined by the Employer.

- (b) By mutual agreement between the Employer and the employee, the employee may provide her or his personal vehicle for transportation requirements under Section 2 of Clause (a) above. The reimbursement to the employee shall be in accordance with Article 25.07 for vehicles designated as "continuous use vehicles" as per Article 25.09 for vehicles designated as "casual use vehicles".
- (c) "Continuous use vehicles" shall be designated by the Employer. They shall accompany the employee to the place of employment each day and be for the transportation requirements in lieu of an Employer provided vehicle.
- (d) The Employer agrees to provide the employee, in writing, with a notification of designation of "continuous use vehicle" and to give nine (9) months notification for the withdrawal of such designation. All requests for Authority supplied vehicles received prior to November 15th in any year shall be satisfied within three (3) months of November 15th. The notice time period may be reduced by the parties concerned.
- (e) The employee also agrees to give the Employer nine (9) months written notice of the discontinuance of his or her vehicle as a "continuous use vehicle". The notice time period may be reduced by the parties concerned.
- (f) An employee on leave without pay shall not be eligible for the "continuous use vehicle" payment where such leave exceeds five (5) consecutive working days.
- (g) An employee's "continuous use vehicle" payment may be pro-rated for all sick leave absence days in excess of fifteen (15) working days in any license year.

The following provisions - Article 25.06, 25.07, 25.08, and Schedule C - remain in effect for the period January 1, 2004 to November 30, 2004.

- (h) "Casual use vehicles" are all other personal use vehicles used on a voluntary basis by the employees for transportation requirements on behalf of the Employer.

25.07 "Continuous Use Vehicle" Reimbursement

- (a) Effective July 1, 2001

The continuous use reimbursement rate shall be \$120.00 per month plus \$.38 per kilometre driven on behalf of the Employer.

- (b) Effective January 1, 2002

The continuous use reimbursement rate shall be \$125.00 per month plus \$.39 per kilometer driven on behalf of the Employer.

- (c) Effective January 1, 2003

The continuous use reimbursement rate shall be \$130.00 per month plus \$.40 per kilometer driven on behalf of the Employer.

25.08 Insurance Assistance

Insurance assistance for "continuous use vehicles" shall be:

- (a) Increased coverage of P.L. and P.D. insurance which may be required by the Employer over the basic amount required.
- (b) Increased costs (if any) due to required business class coverage.
- (c) The increased costs of vehicle insurance which occurred from the 1975 to current license year. This reimbursement shall be in accordance with the Insurance Assistance Schedule "C" of the Employer. This assistance shall not be made for any increased costs to an employee which results from an accident or accidents, or a poor driving record.
- (d) The Employer agrees not to change the present regulations concerning automobile insurance assistance EXCEPT by mutual agreement.

The following provisions - Article 25.06, 25.07, 25.08, and Schedule C - remain in effect for the period January 1, 2004 to November 30, 2004.

SCHEDULE "C"

CONTINUOUS USE VEHICLES
INSURANCE ASSISTANCE

BRITISH COLUMBIA ASSESSMENT AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1767

Insurance assistance will be given to employees whose vehicles are designated as "continuous use vehicles". Application must be made for this assistance by forwarding a copy of the current Licence Insurance Form to Head Office Purchasing.

The basis for this assistance shall be the cost increase which took place between 1975 and the current required vehicle insurance. The amount of this assistance will be fifty percentum (50%) of the costs based on a 1975 Class 004 vehicle or lower, at three hundred dollars (\$300.00) deductible collision, one hundred dollars (\$100.00) deductible comprehensive and basic P.L. and P.D. (the amount of the coverage for collision and comprehensive, if any, is at the option of the employee, but no allowance is made for coverage that is not made).

In all cases the good driver discount will be adjusted for when calculations are made in the amount of the rebate. Other discounts or refunds made by I.C.B.C. or the Department of Motor Vehicles will also be considered as an insurance cost reduction when calculations are made. Employees eligible for the twenty-five percentum (25%) refund of insurance premiums will be required to make a reimbursement to the Employer for the appropriate portion of the discount, whether the employee qualifies or not.

Part year qualification for continuous use vehicle insurance assistance, or termination of employment, will result in a pro-ration of the obligation of the Employer.